



REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, February 1, 2022 6:00 PM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

The Montrose City Council is pleased to have residents of the community take time to attend City Council meetings. We encourage your attendance and participation. Individuals wishing to be heard during public hearing proceedings are encouraged to be prepared and will generally be limited to three minutes to allow everyone the opportunity to be heard. Additional written comments are welcome and will be received at any time. The 11:00 p.m. rule will be enforced in accordance with City of Montrose Regulations (Sec. 7-15-2).

Public participation for this meeting will be in person in the City Council Chambers and via Zoom at the following link: https://us02web.zoom.us/webinar/register/WN_i-yvWS9mQlugCtFq09uAqA

Telephone participation is available at: 1-346-248-7799 or 1-669-900-9128, Webinar ID 892 8435 6092

The meeting can be viewed via livestream at <https://www.cityofmontrose.org/759/Live-Meetings-Viewer>.

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. In order to allow time to book this resource, please email planningmail@ci.montrose.co.us at least three days before the meeting.

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- 1) City Council meeting called to order by Mayor Doug Glaspell
 - 2) The Pledge of Allegiance
 - 3) Roll call by the City Clerk
 - 4) Changes to the agenda including additions and deletions
 - 5) Oath of Office for Assistant City Attorney Chris Dowsey
 - 6) CALL FOR PUBLIC COMMENT FOR NON-AGENDA ITEMS

The “Call for Public Comment” agenda item is a time when concerned members of the community may publicly voice their concerns and discuss items of interest. Please note that no formal action will be taken on the matters raised during this time.

Comments made during this time should be addressed to the Council and pertain to matters of at least general importance to the City and its operations. Please be aware that neither City Council nor City staff are expected to respond or engage in discussion or debate.



Personal attacks and disagreements, personnel and employment matters, the use of profanity or ethnic, racial or gender-oriented slurs are prohibited, as is any “disorderly conduct” which violates state or local law and shall not be permitted.

7) APPROVAL OF MINUTES (5 minutes)

City Council consideration of the minutes of the January 18, 2022 special City Council meeting and the January 18, 2022 regular City Council meeting. *Staff: City Clerk Lisa DelPiccolo* **4-11**

Action: Consider making a motion to approve the minutes of the January 18, 2022 special City Council meeting and the January 18, 2022 regular City Council meeting as presented.

8) DART COMMERCIAL KITCHEN/SMALL BUSINESS EXPANSION PROJECT - TRATTORIA DI SOFIA (15 minutes)

City Council consideration of the DART Commercial Kitchen/Small Business Expansion Project for Trattoria Di Sofia including a Business Expansion Loan of \$88,750.00 and a DART Commercial Kitchen Program Capital Incentive of \$250,000.00. *Staff: City Manager Bill Bell* **12-20**

Action: Accept public comment. Consider making a motion to approve a Business Expansion Loan of \$88,750.00 and a DART Commercial Kitchen Program Capital Incentive of \$250,000.00 as presented.

9) INTERGOVERNMENTAL AGREEMENT WITH MONTROSE RECREATION DISTRICT (15 minutes)

City Council consideration of an Intergovernmental Agreement between the City of Montrose and Montrose Recreation District Regarding Shared Services. *Staff: Community Programs Manager Kendall Cramer* **21-62**

Action: Accept public comment. Consider making a motion to approve an Intergovernmental Agreement Between the City of Montrose and Montrose Recreation District Regarding Shared Services as presented.

10) BEAR CREEK FILING #6 FINAL PLAT (10 minutes)

City Council consideration of the Bear Creek Filing #6 Final Plat to create 38 new residential lots. *Staff: Senior Planner Amy Sharp* **63-68**

Action: Accept public comment. Consider making a motion to approve the Bear Creek Filing #6 Final Plat expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and Municipal Code provisions are met and that the applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.



11) EQUIPMENT PURCHASE RECOMMENDATION (10 minutes)

City Council consideration of the purchase of two dump trucks from Jackson Group Peterbilt of Grand Junction for the total purchase price of \$493,078.90. *Staff: Public Works Manager Jim Scheid* **69**

Action: Accept public comment. Consider making a motion to approve the purchase of two dump trucks from Jackson Group Peterbilt of Grand Junction for the total purchase price of \$493,078.90 as presented.

12) STAFF REPORTS

13) YOUTH CITY COUNCIL COMMENTS

14) CITY COUNCIL COMMENTS

15) MOTION TO ADJOURN

A special meeting of the Montrose City Council was held on Tuesday, January 18, 2022, at 12:00 p.m., or immediately following the City Council work session, in the City Council Chambers of the Elks Civic Building, 107 S. Cascade Avenue. Said meeting was posted in accordance with the Sunshine Law.

PRESENT: Doug Glaspell, Dave Frank, Barbara Bynum, J. David Reed, Anthony Russo, Bill Bell, Ann Morgenthauer, Blaine Hall, Matt Smith, Matthew Magliaro, Greg Story, Lisa DelPiccolo

CALL TO ORDER

Mayor Doug Glaspell called the special meeting to order at 11:25 a.m.

EXECUTIVE SESSION

At 11:25 a.m., a motion was made by Dave Frank, seconded by Anthony Russo, to enter into an executive session for a conference with the City Attorney for the purpose of receiving legal advice pursuant to C.R.S. Section 24-6-402(4)(b) and the following additional details are provided for identification purposes: discussion of litigation. All voted yes. Motion passed.

RECONVENEMENT AND ADJOURNMENT

The special meeting reconvened at 12:03 p.m.

At 12:04 p.m. a motion was made by Dave Frank, seconded by Anthony Russo, to adjourn with no further action taken. All voted yes. Motion passed.

ATTEST:

Doug Glaspell, Mayor

Lisa DelPiccolo, City Clerk

A regular meeting of the Montrose City Council was held on Tuesday, January 18, 2022 at 6:00 p.m. in the City Council Chambers of the Elks Civic Building. Said meeting was posted in accordance with the Sunshine Law. Public participation for this meeting was held in person and via Zoom. The meeting agenda included a Zoom link and phone numbers for public participation.

PRESENT: Doug Glaspell, Dave Frank, Barbara Bynum, Anthony Russo, Indica Taylor, Bill Bell, Ann Morgenthaller, Greg Story, Matt Smith, Lisa DelPiccolo, Kendall Cramer, Amy Sharp, Scott Murphy, Matt Magliaro, Blaine Hall, William Reis, Shani Wittenberg, Jim Scheid, David Bries

ABSENT: J. David Reed

GUESTS: Jerry Roteman, Antony Oxley, Rocio Rueda Ortega, Briana Briceno, Carmen Hernandez, Lana Kinsey

CALL TO ORDER

Mayor Doug Glaspell called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Youth City Council Representative Indica Taylor.

CHANGES TO THE AGENDA

No changes were made to the agenda.

SCHOOL CHOICE WEEK PROCLAMATION

Mayor Doug Glaspell and the Montrose City Council proclaimed January 23 through January 29, 2022 as School Choice Week in the City of Montrose.

CALL FOR PUBLIC COMMENT

No comments were received.

APPROVAL OF MINUTES

City Council considered the minutes of the January 4, 2022 regular City Council meeting.

A motion was made by Barbara Bynum, seconded by Anthony Russo, to approve the minutes of the January 4, 2022 regular City Council meeting as presented. All voted yes. Motion passed.

CITY COUNCIL MEETING SCHEDULE

City Council considered the rescheduling of the April 5, 2022 regular City Council meeting to 6:00 p.m. on Monday, April 4, 2022, and the rescheduling of the June 21, 2022 regular City Council meeting to 6:00 p.m. on Monday, June 20, 2022.

A motion was made by Barbara Bynum, seconded by Anthony Russo, to reschedule the April 5 and June 21 regular City Council meetings as presented. All voted yes. Motion passed.

2022 EQUIPMENT DISPOSAL LIST

City Council considered a list of City-owned equipment for disposal at auction.

A motion was made by Barbara Bynum, seconded by Anthony Russo, to approve the 2022 equipment disposal list as presented. All voted yes. Motion passed.

NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

City Council considered an application for a new Hotel and Restaurant liquor license at 647 E. Main Street for Roteman's LLC, doing business as Roteman's Cattlemen's Table, for consumption on the licensed premises. A hearing was held.

Assistant City Attorney Chris Dowsey reported that for the purposes of this application, the neighborhood is defined as the City of Montrose. Mr. Dowsey stated that the application is for a new license, and it is incumbent upon the applicant to show that the current needs of the neighborhood are not being met and the adult inhabitants of the neighborhood want the license issued. Mr. Dowsey stated that the application is in order, the fees have been paid, and a staff review found no issues that would prevent approval of the application. Mr. Dowsey said that City Council can act on the application this evening or defer a decision for up to 30 days.

Applicants Jerry Roteman and Antony Oxley introduced themselves as the applicants. Mr. Roteman said the business will incorporate a farm-to-table concept showcasing locally grown products. Mr. Roteman said the goal is to present a simple and affordable menu complemented by the available of alcohol beverages.

Mr. Roteman stated that he will draw customers from within the City, and he did not object to the determination of the neighborhood as the City. Mr. Roteman said that there is a desire within the City for his restaurant, and other restaurant owners are very supportive.

Mr. Dowsey reviewed a summary of petitions submitted. A total of 59 signatures were submitted, with 11 discounted and 48 valid and in support of the license.

Mr. Roteman said that he, Mr. Oxley, and all employees would attend alcohol server training. Mr. Roteman said he intends to learn and follow liquor laws to create a legacy for the restaurant that bears his name.

Mr. Oxley said they plan to open the restaurant before March 1 and be open the majority of the days of the week.

Mayor Doug Glaspell opened the hearing.

Public comment was accepted.

Carmen Hernandez spoke in support of the license being issued due to the local concept and the jobs that would be created.

Mayor Glaspell closed the hearing.

A motion was made by Dave Frank, seconded by Barbara Bynum, to approve a new Hotel and Restaurant liquor license at 647 E. Main Street for Roteman's LLC, doing business as Roteman's Cattleman's Table, for on-premises consumption as presented. All voted yes. Motion passed.

NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

City Council considered an application for a new Hotel and Restaurant liquor license at 216 N. Townsend Avenue for Mimo's LLC, doing business as Mimo's, for consumption on the licensed premises. A hearing was held.

Assistant City Attorney Chris Dowsey reported that for the purposes of this application, the neighborhood is defined as the City of Montrose. Mr. Dowsey stated that the application is for a new license, and it is incumbent upon the applicant to show that the current needs of the neighborhood are not being met and the adult inhabitants of the neighborhood want the license issued. Mr. Dowsey stated that the application is in order, the fees have been paid, and a staff review found no issues that would prevent approval of the application. Mr. Dowsey said that City Council can act on the application this evening or defer a decision for up to 30 days.

Rocio Rueda Ortega introduced herself as the applicant.

Ms. Ortega reviewed her plan to serve breakfast, lunch, dinner, and drinks. Ms. Ortega stated that she intends to draw customers from the City of Montrose and did not object to the neighborhood being defined as the City. She stated that she draws the majority of her customers from Montrose and the number of customers is increasing.

Mr. Dowsey reviewed a summary of petitions submitted. A total of 126 signatures were submitted, with 48 insufficient and 78 determined to be valid and in support of the license. Mr. Dowsey stated that 32 additional signatures were submitted on lined paper could not be verified or included in the number of signatures submitted.

Ms. Ortega stated that she and all employees would attend alcohol server training. She said she is aware of the Underage Drinking Task Force and will follow the rules.

Mayor Doug Glaspell opened the hearing.

Public comment was accepted.

Briana Briceno and Carmen Hernandez, daughters of Ms. Ortega, stated that they have worked in restaurants for many years and will help with the new location. Ms. Hernandez said she and Ms.

Briceno will help Ms. Ortega learn and understand the liquor laws. They stated that they will attend alcohol server training with Ms. Ortega.

Ms. Ortega said that she plans to open the new location by the second week of February.

Mayor Glaspell closed the hearing.

A motion was made by Barbara Bynum, seconded by Dave Frank, to approve a new Hotel and Restaurant liquor license at 216 N. Townsend Avenue for Mimo's LLC, doing business as Mimo's, for on-premises consumption. All voted yes. Motion passed.

SOUTHEAST WATER TRANSMISSION MAIN CONSTRUCTION CONTRACT

City Council considered the approval of \$3,270,668.26 in expenditures for construction of the Southeast Water Transmission Main Construction Project. This includes the award of a construction contract to Williams Construction in the amount of \$3,228,068.26 and a construction stakeout contract to Del-Mont Consultants in the amount of \$42,600.00.

City Engineer Scott Murphy reviewed the route for the installation of a 24" water main and said that this project has been part of the Master Plan for at least 10 years. Mr. Murphy said that the project is necessary to stay ahead of growth and keep the water tanks full.

Mr. Murphy reviewed the bid process and recommended awarding a contract Williams Construction as well as a contract with Del-Mont Consultants for assistance with the construction stake out. Mr. Murphy said the project will begin within the next month and will be completed in early 2023. Mr. Murphy said the project will be managed by the Engineering Department and is funded by water user fees. A total of \$3 million is included in the 2022 budget, and any remaining costs will be budgeted in 2023.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Anthony Russo, to approve \$3,270,668.26 in expenditures for construction of the Southeast Water Transmission Main Construction Project as presented. All voted yes. Motion passed.

HILL STREET EXTENSION CONSTRUCTION CONTRACT

City Council considered the approval of \$1,053,379.67 in expenditures for construction of the Hill Street Extension Project. This includes the award of a construction contract to Oldcastle SW Group in the amount of \$1,028,279.67 and a construction stakeout contract to Del-Mont Consultants in the amount of \$25,100.00.

City Engineer Scott Murphy reviewed location of the project and stated that the Comprehensive Plan calls for the extension of Hill Street as a minor arterial from where it currently ends to Miami Road. Mr. Murphy said this project will implement the first phase of the extension up to Sunnyside Road and support the Woods Crossing Subdivision.

Mr. Murphy reviewed the bid process and recommended a contract with Old Castle SW Group which submitted the low bid. Mr. Murphy said the project will be managed by the Engineering Department, and a contract with Delmont Consultants is recommended for assistance with the construction stake out. Mr. Murphy stated that \$1.2 million was budgeted for the project. The total expenditures are \$147,000.00 under the budgeted amount, and a 10 percent contingency is included in the contract.

Public comment was accepted. No comments were received.

A motion was made by Barbara Bynum, seconded by Dave Frank, to approve \$1,053,379.67 in expenditures for construction of the Hill Street Extension Project as presented. All voted yes. Motion passed.

CERISE PARK WATERLINE BORE CONSTRUCTION CONTRACT CHANGE ORDER NO. 1

City Council considered Change Order No. 1 in the amount of \$30,000.00 to Ridgway Valley Enterprises' Cerise Park Waterline Bore Construction Contract to compensate for out-of-scope work elements and unanticipated soil conditions.

City Engineer Scott Murphy provided an overview of the project to install a waterline connection across the Uncompahgre River between Cerise Park and Riverbottom Park. Mr. Murphy said that this is the last portion of a multiyear effort to provide a connection point across the river for multiple purposes including water service for the new amphitheater.

Mr. Murphy reported that a contract in the amount of \$211,200.00 was awarded to Ridgway Valley Enterprises last summer. Mr. Murphy requested an additional \$49,200.00 to cover unanticipated expenses related to undesirable soil conditions. The original contract included a 10 percent contingency of \$19,200.00 resulting in a net change order of \$30,000. Mr. Murphy said the additional expense will be covered by savings realized on other water capital projects.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Barbara Bynum, to award a change order in the amount of \$30,000.00 to Ridgway Valley Enterprises' Cerise Park Waterline Bore Contract as presented. All present voted yes. Motion passed.

RESOLUTION 2022-01

City Council considered Resolution 2022-01 authorizing the City of Montrose to enter into a \$2,000,000 grant contract with the Colorado Department of Transportation for the West Main Complete Streets Project.

City Engineer Scott Murphy stated that the City received a \$2 million grant to improve multimodal transportation on West Main Street. The funds will be used to install traffic and pedestrian friendly components as well as business friendly frontages. Mr. Murphy said that Resolution 2022-01 authorizes the City Council to sign the grant agreement with CDOT.

Public comment was accepted. No comments were received.

A motion was made by Anthony Russo, seconded by Barbara Bynum, to adopt Resolution 2022-01 as presented. All voted yes. Motion passed.

RESOLUTION 2022-02

City Council considered Resolution 2022-02, setting March 1, 2022 as the hearing date for the annexation of the Mier Addition.

Senior Planner Amy Sharp reviewed the annexation schedule and the location of the 14.67 acres west of 6600 Road and north of Locust Road. Ms. Sharp stated that the annexation meets contiguity requirements, an annexation agreement is required, and the property will be used for a future multifamily housing development. Ms. Sharp reviewed the zoning of the surrounding area and stated that a zoning designation of "R-4", High Density District, is requested.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Barbara Bynum, to adopt Resolution 2022-02 as presented. All voted yes. Motion passed.

2022 ANNEXATION REPORT AND THREE-MILE PLAN

City Council considered the 2022 Annexation Report and Three-Mile Plan.

Senior Planner Amy Sharp reviewed the statutory requirement to file a plan annually, and said the report was reviewed by the Planning Commission on January 12. Ms. Sharp provided an overview of the report including the nature of the plan and three-mile boundary, the annexation policy, annexation priorities for 2022, City utility infrastructure, road infrastructure, parks, trails & open space, City and public utilities, and recent annexations.

Public comments were accepted. No comments were received.

A motion was made by Barbara Bynum, seconded by Anthony Russo, to approve the 2022 Annexation Report and Three-Mile Plan as presented. All voted yes. Motion passed.

MONTROSE PUBLIC SAFETY COMPLEX FF&E CONTRACT AWARD

City Council considered the authorization and award of funds in the amount of \$559,451.00 for the purchase and installation of furniture for the Montrose Public Safety Complex (MPSC).

Public Works Manager Jim Scheid reported that this item is for the furniture portion only of the furniture, fixtures and equipment for the new Public Safety Complex.

Mr. Scheid reviewed the bid process recommended awarding the contract to Office Outfitters. Mr. Scheid stated that this is an anticipated cost for the project, and the contract amount under the total amount budgeted.

Public comment was accepted. No comments were received.

A motion was made by Dave Frank, seconded by Anthony Russo, to award a contract in the amount of \$559,451.00, including a 5 percent contingency, to Office Outfitters as presented. All voted yes. Motion passed.

STAFF REPORTS

Sales, Use, and Excise Tax Report: Finance Director Shani Wittenberg was unable to connect to the meeting via Zoom to present the sales, use, and excise tax report for the month of November 2021.

YOUTH CITY COUNCIL COMMENTS

Youth City Council Representative Indica Taylor reported that the Montrose Youth City Council is working on organizing a financial literacy class for high school students, scheduling street clean ups, and hosting a movie at the Fox Theater. Ms. Taylor also reported on the success of the December Fieldhouse event.

CITY COUNCIL COMMENTS

No City Council comments were given.

Deputy City Manager Ann Morgenthaler reported that a complete sales, use and excise tax report for November of 2021 is included in the meeting packet, and there are no concerns to report. Ms. Morgenthaler referred any questions to Finance Director Shani Wittenberg.

MOTION TO ADJOURN

At 7:14 p.m., a motion was made by Dave Frank to adjourn the meeting with no further action taken.

ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk

Trattoria Di Sofia

Size/Location: 1325 Mayfly Drive, #210, North End of Flex Buildings in Colorado Outdoors Subdivision.

Project Type: Italian restaurant business expansion

- *Construction performed by Shaw Construction and use of local subcontractors*
- *Design by Motley Architecture & Design*
- *Includes indoor & outdoor patio dining areas*
- *Full Service Sit Down and Take Out Dining*



Owners: Trattoria Di Sofia, LLC; Sergio Zamora and Xochitl Zamora

Financing and Revenue Projections: Estimated Annual Sales Revenue \$1.5 million with Sales and Excise Tax revenue estimated to be \$57,000 per year. \$88,750 Business Expansion Loan to owner by City of Montrose in exchange for maintaining operations and employment for 5 years, with 20% of loan to be forgiven per year based upon performance, with an equipment lien to secure financing.

Estimated Value of Construction for Commercial Kitchen and Restaurant Dining Areas: Approximately \$802,000

Implementation Timeline: Buildout construction began late Fall 2021 and is estimated to be completed by April 2022.

Employment Projections: 2 line cooks, 3 dishwashers, 2 pizza cooks, 2 prep cooks, 6 servers, 4 bussers, 2 hostesses, and 2 bartenders for a total of 23 employees.

Project and Company Vision:

Hand crafted Italian food, in a cozy, fine dining setting. New menu will include a wood fired/gas pizza in addition to our original menu specializing in crafted soups, salads, a full selection of Italian entrees and a selection of Italian desserts.

A family-owned restaurant with the skills and the passion to design and serve excellent Italian food in a comfortable atmosphere. This environment will cater to the Montrose community members, and to our tourists who enjoy and take advantage of the recommendations of an all-occasion restaurant published in this State and others.

Sergio Zamora (owner/chef) is unique for designing and implementing primary cuisine at Rustico Restaurant in Telluride and continues here in Trattoria Di Sofia.

Other Contributions and/or Partnerships:

Private Building Owner Contribution \$337,794

Trattoria Di Sofia Owner Contribution \$63,050

Development and Revitalization Team (DART) - Commercial Kitchen Program Capital Incentive \$250,000



COLORADO OUTDOORS - Chianti Restaurant
Buildings F & G Tenant Finish
Construction Pricing - January 5, 2022

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Project name	Chianti Restaurant TI
Labor rate table	1
Job size	2590 GSF
Bid date	1/5/2022
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes



COLORADO OUTDOORS - Chianti Restaurant
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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
001000		GENERAL CONDITIONS				
	001005	GENERAL CONDITIONS				
		Lump Sum GC's	1.50 wk	8,869.00 /wk	13,304	
		Lump Sum GC's	2.50 wk	8,869.00 /wk	22,173	Pro-rated GC's assuming 3 units concurrent
		GENERAL CONDITIONS	2,590.00 sf	13.70 /sf	35,476	non-permanent
		GENERAL CONDITIONS	2,590.00 sf	13.70 /sf	35,476	
002000		SITEWORK				
	002050	SITEWORK SUPPORT				
		Clean-up	80.00 hr	38.16 /hr	3,053	
		Haul Trash	2.00 ea	603.78 /ea	1,208	
		SITEWORK SUPPORT	2,590.00 sf	1.65 /sf	4,260	non-permanent
	002225	SELECTIVE DEMOLITION				
		Sawcut Floor	1.00 ls	2,012.60 /ls	2,013	
		Remove Concrete Floor	1.00 ls	1,006.31 /ls	1,006	
		SELECTIVE DEMOLITION	2,590.00 sf	1.17 /sf	3,019	
		SITEWORK	2,590.00 sf	2.81 /sf	7,279	
003000		CONCRETE				
	003310	CAST-IN-PLACE CONCRETE				
		Patch Concrete Floor at UG Plumbing - N/A	1.00 ls	5,031.49 /ls	5,031	
		CAST-IN-PLACE CONCRETE	2,590.00 sf	1.94 /sf	5,031	
		CONCRETE	2,590.00 sf	1.94 /sf	5,031	
005000		METALS				
	005510	MISC. METALS				
		3" x 9'H Light Poles at Outdoor Dining	3.00 ea	1,509.45 /ea	4,528	
		MISC. METALS	2,590.00 sf	1.75 /sf	4,528	
		METALS	2,590.00 sf	1.75 /sf	4,528	
006000		WOOD & PLASTICS				
	006220	MILLWORK				
		Millwork	1.00 ls	17,559.91 /ls	17,560	
		Server Station	nic	/nic		
		MILLWORK	2,590.00 sf	6.78 /sf	17,560	
	006415	COUNTER TOPS				
		Bar Top	1.00 ls	8,553.55 /ls	8,554	Bar
		COUNTER TOPS	2,590.00 sf	3.30 /sf	8,554	
	006610	PLASTIC FABRICATIONS				
		FRP Wall Panels	1,689.00 sf	13.40 /sf	22,639	
		PLASTIC FABRICATIONS	2,590.00 sf	8.74 /sf	22,639	
		WOOD & PLASTICS	2,590.00 sf	18.82 /sf	48,752	
007000		THERMAL/MOISTURE PROTEC'N				
	007210	BUILDING INSULATION				
		3 1/2" Acoustic Batts at Partitions	5,624.00 sf	0.73 /sf	4,091	
		BUILDING INSULATION	2,590.00 sf	1.58 /sf	4,091	
		THERMAL/MOISTURE PROTEC'N	2,590.00 sf	1.58 /sf	4,091	
008000		DOORS & WINDOWS				
	008210	WOOD				
		DOORS/FRAMES/HARDWARE				
		Doors/Frames/Hardware	1.00 ls	7,132.75 /ls	7,133	
		S.C. Wood Door Type 1	3.00 ea	320.52 /ea	962	Installation
		S.C. Wood Door Type 1 w/Closer	3.00 ea	427.36 /ea	1,282	Installation
		Unload & Distribute	6.00 ea	38.16 /ea	229	Installation

CONFIDENTIAL: The information and data in this report are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Shaw Construction.



COLORADO OUTDOORS - Chianti Restaurant
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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		WOOD DOORS/FRAMES/HARDWARE	2,590.00 sf	3.71 /sf	9,605	
008360		OVERHEAD DOORS Remove existing OH Door	1.00 ls	1,509.45 /ls	1,509	
		Door Opener - N/A	*	/*		
		Door Remote Transmitter - N/A	*	/*		
		OVERHEAD DOORS	2,590.00 sf	0.58 /sf	1,509	
		DOORS & WINDOWS	2,590.00 sf	4.29 /sf	11,115	
009000		FINISHES				
009210		GYPSUM PLASTER Plaster	*	/*		Level 5 Drywall Finish
009250		GYPSUM WALL BOARD Drywall	1.00 ls	45,874.16 /ls	45,874	
		Furred Wall at Exterior	incl	/incl		
		- Infill Exterior Wall at OH Door	incl	/incl		
		Demising Wall	78.00 lf	273.47 /lf	21,331	
		Interior Wall	incl	/incl		
		Bar Wall	incl	/incl		
		Gyp Bd Ceiling at RR	incl	/incl		
		Gyp Bd Ceiling Cloud	incl	/incl		
		Layout	8.00 hr	53.42 /hr	427	
		Final Cleaning	2,838.00 sf	0.76 /sf	2,142	
		GYPSUM WALL BOARD	2,590.00 sf	26.94 /sf	69,774	
009310		CERAMIC TILE Ceramic Tile	1.00 ls	27,294.86 /ls	27,295	
		Ceramic Wall Tile - Pizza Bar	incl	/incl		
		Ceramic Wall Tile - RR	incl	/incl		
		- Tile Base	incl	/incl		
		CERAMIC TILE	2,590.00 sf	10.54 /sf	27,295	
009510		ACOUSTICAL CEILINGS Acoustic Ceiling	1.00 ls	4,684.32 /ls	4,684	
		Acoustic Ceiling - Kitchen	incl	/incl		
		ACOUSTICAL CEILINGS	2,590.00 sf	1.81 /sf	4,684	
009650		RESILIENT FLOORING LVT	nic	/nic		
		4" Rubber Base	36.00 lf	3.02 /lf	109	Office only
		Transition Strips	nic	/nic		
		Finished Floor Protec'n - Resilient	nic	/nic		
		Floor Prep - LVT	nic	/nic		
		RESILIENT FLOORING	2,590.00 sf	0.04 /sf	109	
009670		FLUID APPLIED FLOORING Epoxy w/Integral Base	1.00 ls	24,110.92 /ls	24,111	
		Finished Floor Protec'n - Epoxy	1,000.00 sf	1.01 /sf	1,011	
		FLUID APPLIED FLOORING	2,590.00 sf	9.70 /sf	25,122	
009680		CARPET Carpet Tiles - N/A	*	/*		
009910		PAINTING Interior Painting	2,838.00 sf	4.00 /sf	11,360	
		PAINTING		/sf	11,360	
009980		CONC & MASONRY COATINGS Concrete Staining	1,340.00 sf	4.52 /sf	6,050	
		Finished Floor Protec'n - Conc	1,340.00 sf	1.01 /sf	1,355	
		CONC & MASONRY COATINGS	2,590.00 sf	2.86 /sf	7,405	
		FINISHES		/sf	145,749	
010000		SPECIALTIES				

CONFIDENTIAL: The information and data in this report are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Shaw Construction.



COLORADO OUTDOORS - Chianti Restaurant
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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
	010430	EXTERIOR SIGNAGE <i>Exterior Signage - NIC</i>	*	/*		
	010440	INTERIOR SIGNAGE <i>Signage Allowance</i>	*	/*		see 018000 Allowances
	010520	FIRE PROTECTION <i>Knox Box</i>	*	/*		existing to remain
		Extinguisher - 10 lb	3.00 ea	131.63 /ea	395	
		Cabinet (Recessed)	3.00 ea	237.19 /ea	712	
		FIRE PROTECTION	2,590.00 sf	0.43 /sf	1,106	
	010810	TOILET ACCESSORIES <i>Seat Cover Dispenser - Surface</i>	nic	/nic		
		Towel Dispenser & Waste	2.00 ea	376.49 /ea	753	
		Soap Dispenser	2.00 ea	89.92 /ea	180	
		Grab Bar	4.00 ea	134.01 /ea	536	
		Grab Bar	2.00 ea	84.91 /ea	170	
		Framed Mirrors	2.00 ea	321.75 /ea	644	
		Toilet Paper Dispenser	2.00 ea	121.78 /ea	244	
		Fem.Nap.Disposal	2.00 ea	272.88 /ea	546	
		TOILET ACCESSORIES	2,590.00 sf	1.19 /sf	3,071	
		SPECIALTIES	2,590.00 ea	1.61 /ea	4,178	
011000		EQUIPMENT				
	011410	FOOD SERVICE EQUIP <i>Food Service Equip - NIC</i>	*	/*		
012000		FURNISHINGS				
	012490	WINDOW TREATMENTS Mini Blinds	1.00 ls	2,378.89 /ls	2,379 non-permanent	
		WINDOW TREATMENTS		/sf	2,379	
		FURNISHINGS		/sf	2,379	
013000		SPECIAL CONSTRUCTION				
	013121	PRE-ENGINEERED BUILDINGS Engineering for Structural Modifications - N/A	1.00 ls	3,018.90 /ls	3,019 non-permanent	
		<i>Structural Modifications - See Allowances</i>	*	/*		
		<i>Roof Panels - See Allowances</i>	*	/*		
		<i>Roof Jacks for Plumbing Vent - See Allowances</i>	*	/*		
		<i>Wall Panels - See Allowances</i>	*	/*		
		PRE-ENGINEERED BUILDINGS		/sf	3,019	
		SPECIAL CONSTRUCTION		/sf	3,019	
015000		MECHANICAL				
	015100	PLUMBING <i>Extend DW from Service Entrance to Finish Space</i>	incl	/incl		
		Plumbing & Piping	2,590.00 sf	33.84 /sf	87,649	
		PLUMBING	2,590.00 sf	33.84 /sf	87,649	
	015190	FUEL PIPING <i>Gas Service</i>	incl	/incl		
	015300	FIRE PROTECTION Interior Sprinkler System	2,838.00 sf	2.31 /sf	6,566	
		FIRE PROTECTION	2,590.00 sf	2.54 /sf	6,566	
	015510	HVAC HVAC - Kitchen	1.00 ls	62,893.69 /ls	62,894	
		HVAC - Dining	1.00 ls	31,799.06 /ls	31,799	
		RTU	incl	/incl		
		<i>- Roof Curb - See Allowances</i>	*	/*		

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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
015510	HVAC	RR Exhaust Fans	incl	/incl		
		T-Stat	incl	/incl		
		Registers & Grilles	incl	/incl		
		Duct & Insulation	incl	/incl		
		HVAC	2,590.00 sf	36.56 /sf	94,693	
		MECHANICAL	2,590.00 sf	72.94 /sf	188,908	
016000	ELECTRICAL	LIGHTING & POWER				
		Electrical	2,590.00 sf	24.14 /sf	62,526	
		Fixtures	2,590.00 sf	3.46 /sf	8,958	
		Duplex Outlet	incl	/incl		
		4-Plex Outlet	incl	/incl		
		T/D Box	incl	/incl		
		Panel Boards and Transformer	incl	/incl		
		200A Feeder from CT	incl	/incl		
		2x4 Lay-In Fixture	incl	/incl		
		2x2 Lay-In Fixture	incl	/incl		
		Bay Light Fixture - N/A	*	/*		
		Recessed Can w/Trim	incl	/incl		
		Decorative Fixtures at Dining & Bar - See Allowances	*	/*		
		Light Switch	incl	/incl		
		Exit Light	incl	/incl		
		Occupancy Sensors	incl	/incl		
		LIGHTING & POWER	2,590.00 sf	27.60 /sf	71,484	
	016740	COMMUNICATIONS & SECURITY				
		Fire Alarm	incl	/incl		
		ELECTRICAL	2,590.00 sf	27.60 /sf	71,484	
018000	ALLOWANCES	ALLOWANCES				
		006000 - Millwork at Dining Area	*	/*		with 006220
		009000 - Wall Finishes at Kitchen/Bar	*	/*		with 009310
		009000 - Temp Heating	1.00 ls	5,000.00 /ls	5,000	non-permanent
		010440 - Interior Signage Allowance	1.00 ls	200.00 /ls	200	
		005510 - Ramp Railing at Outdoor Dining	1.00 ls	1,500.00 /ls	1,500	
		013000 - Metal Building Modifications	*	/*		
		- Structural Modifications	1.00 ls	5,000.00 /ls	5,000	
		- Roof Jacks for Plumbing Vent	1.00 ls	1,000.00 /ls	1,000	
		- Wall Panels	1.00 ls	10,800.00 /ls	10,800	
		- Roof Curbs	4.00 ea	1,500.00 /ea	6,000	
		Decorative Fixtures at Dining & Bar	*	/*		with Electrical
		ALLOWANCES	2,590.00 sf	11.39 /sf	29,500	
		ALLOWANCES	2,590.00 sf	11.39 /sf	29,500	



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Estimate Totals

Description	Amount	Totals	Rate	
	561,489	561,489		
General Liability	4,542		0.750 %	
Builders Risk - By Owner				
P & P Bond - N/A	4,542	566,031		
Contractor Fee	39,622		7.000 %	
Total		605,653		233.843 /GSF

Forno Bravo LLC
 13525 Blackie Rd
 Castroville, CA 95012 US
 800-407-5119
 order@fornobravo.com
 www.fornobravo.com



Quote

ADDRESS

Rich Keller
 Shaw Construction
 760 Horizon Dr #201
 Grand Junction, CO 81506
 USA

SHIP TO

Rich Keller
 Shaw Construction
 1325 Mayfly Dr
 Montrose, CO 81401 USA

QUOTE # 22550

DATE 01/12/2022

EXPIRATION DATE 02/11/2022

SHIP VIA

LTL Res

CUSTOMER PHONE

970-248-2661

EMAIL ADDRESS

richkeller@shawconstruction.net

SKU	DESCRIPTION	QTY	RATE	AMOUNT
FR120D-C-FA-DW-A-NG	Roma120 D-Series 48" fully assembled stucco commercial oven, gas/wood combo, metal stand, Oven Tools Not Included - 7 Standard Colors / NATURAL GAS Color: TBD Brick Arch Color: TBD	1	14,450.00	14,450.00T

Quote Valid for 30 Days.

Oven processing / production will only be scheduled once all selections and customizations have been chosen & approved by the customer. Decision delays may increase lead times.

Call ahead notification is included to coordinate delivery. Address must be accessible for delivery by a semi-truck. Freight costs are subject to change for non-standard delivery locations or addresses with difficult access.

Lift-Gate Delivery - All ovens less than 2,000 Lbs standard. Curbside lift-gate service is provided; the driver will place the oven crate on your sidewalk or driveway entrance.

Delivery Requiring a Forklift - All ovens weighing more than 2,000 Lbs. Owner needs to provide a forklift or dock area to unload oven crate, as the item is too heavy to be unloaded with a delivery truck lift-gate.

SUBTOTAL	14,450.00
TAX	1,232.59
SHIPPING	1,475.67
TOTAL	\$17,158.26

Accepted By

Accepted Date

SMITH AND GREENE

A DIVISION OF EDWARD DON & COMPANY

Quote

01/12/2022

Project:
Chianti Restaurant Remodel

From:
Eric Klemann
Smith and Greene
Denver, CO
970-691-0539
erick@smithandgreene.com

Project Code: CHIANTI_

Job Reference Number: 21514

Item	Qty	Description	Sell	Sell Total
1	1 ea	WALK IN MODULAR, PANELS ONLY (NO REFRIGERATION SELECTION)	\$7,387.00	\$7,387.00
		Nor-Lake Model No. KL68 Kold Locker™, Indoor Walk-In, 6' x 8' x 6'-7" H, with floor, 26 gauge embossed coated steel interior & exterior finish, self-closing door, locking deadbolt handle, 115v/60/1-ph (no refrigeration)		
	1 ea	Pricing is valid for 30 days upon receipt of purchase order AND approved drawing (if applicable). Order must ship per our current standard lead time or pricing will be subject to change. All shipments will be FOB Hudson, WI or New Albany, MS.		
	1 ea	Contact factory regarding lead times on walk-ins shipping to California, Washington or Oregon as these likely will require seismic restraints		
	1 ea	NOTE: A licensed electrician and refrigeration installer may be required to make all necessary refrigeration and electrical connections		
	1 ea	MHMD007AB Medium Temp Condensing Unit, pre-assembled high ambient, hermetic remote refrigeration, 6958 BTU @ +25°F suction +35°F cabinet @ 100°F ambient, R-448A/R-449A, pre-wired/mounted accessories, 208-230v/60/1-ph, 15 amps, 3/4 HP, Made in USA	\$2,720.00	\$2,720.00
	1 ea	E1MD0078A-TA2 (QUICK SHIP) Medium Temp Evaporator Coil, for R448-A/R-449A Hermetic Condensing Units, 7800 BTU @ suction temperature +25°F, 10°F T.D., (1) fan, 115v/60/1-ph	\$1,366.00	\$1,366.00
	1 ea	18 months parts and labor warranty, standard		
	1 ea	Optional Compressor Warranty extending to 5 years (net)	\$192.00	\$192.00
	1 ea	Standard 26" door width		
	1 ea	Door hinged on right		
	1 ea	FREIGHT	\$1,450.00	\$1,450.00
		ITEM TOTAL:	\$13,115.00	
2	1 ea	PIZZA OVEN (GAS/WOOD COMBO)	\$18,244.00	\$18,244.00
		Forno Bravo Model No. ROMA120D Roma120 D-Series 48" fully assembled stucco commercial oven, gas/wood combo, metal stand, Oven Tools Not Included - 7 Standard Colors / NATURAL GAS		
		ITEM TOTAL:	\$18,244.00	
3	1 ea	INSTALLATION	\$5,500.00	\$5,500.00
		Edward Don Model No. INSTALL Includes accepting delivery of walk-in, building box, mounting refrigeration equipment, start-up/calibrate unit. Excludes electrical.		
		ITEM TOTAL:	\$5,500.00	
		Merchandise		\$36,859.00
		Freight		\$1,968.00
		Tax 8.53%		\$3,311.94
		Total		\$42,138.94

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$42,138.94

CITY OF MONTROSE MEMO



DATE: January 11, 2022
TO: City Council
FROM: Kendall Cramer, *Community Program Manager*
RE: **Proposed Changes to 2022 MRD/City Shared Services IGA**

City and Montrose Recreation District Staff have been collaborating over the past few months to work through proposed changes to the *Intergovernmental Agreement between the City of Montrose and the Montrose Recreation District Regarding Shared Services*.

Each year, City and District staff review the agreement and discuss any needed changes to meet the needs of both organizations and the public. The agreement comes before the City Council and the District annually for approval. I am pleased to report that we have reached a tentative agreement, contingent upon the approval of the City Council and District Board for 2022. Included with this letter is the updated agreement for your consideration. Additionally, I have provided a redline comparison between the 2021 and proposed 2022 agreement for your reference. Please note, the redlined version shows some formatting inconsistencies that have been resolved in the final version.

Notable changes to the agreement include the addition of an exchange of services between the Parties for lawn maintenance at the new Montrose Rotary Amphitheater and crack sealing of the parking lot at the Community Recreation Center. Additional language regarding scheduling of events at the Cerise and Amphitheater Fields has been added. These two changes required additional time to ensure both organizations are able to fulfill the purpose of the agreement.

Major Proposed Changes

- Part 1.3(c) – City shall perform crack sealing maintenance at the Community Recreation Center
- Part 1.4(a)(ii) – Defined Montrose Rotary Amphitheater

- Part 1.4(b)(iii) – Inclusion of Montrose Rotary Amphitheater in Master Scheduling
- Part 1.4(c)(iii) – The District shall provide mowing and trimming services at the Montrose Rotary Amphitheater
- Part 1.7(d)(e) – Updated credit amounts provided to City
- Exhibit A – Addition of Amphitheater to map/ addition of Community Recreation Center
- Exhibit B – Addition of crack sealing / mowing and trimming services
- Schedule A – Updated Cost Schedule / Addition of crack sealing in Table 3A

The 2022 agreement is subject to the following schedule:

January 18, 2022: City Council Work Session Discussion

January 27, 2022: Montrose Recreation Board Consideration

February 1, 2022: City Council Consideration

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MONTROSE AND THE
MONTROSE RECREATION DISTRICT
REGARDING SHARED SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is dated _____, 2022, between the City of Montrose, (the “City”) a Colorado home rule municipal corporation, whose address is 433 South First Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Recreation District, (the “District”) a Colorado special district, whose address is 16350 Woodgate Road, Montrose, Colorado 81401; the above-named entities may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.” The effective date of this Agreement shall be January 1, 2022 (the “Effective Date”).

WHEREAS, the City, and the District have collaborated in the past to provide a variety of recreational needs serving a diverse population; and

WHEREAS, it is the directive of the governing bodies of the Parties to provide the best services at the lowest possible cost; and

WHEREAS, the Parties shall implement shared services as specified in this Agreement whereby City agencies shall support the District in exchange for payment; and

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

PART I: SPECIFIC TERMS.

1. FINANCE

- a) The City’s finance department shall work with District staff to provide financial reports on a monthly basis. Monthly budget reports will be provided by the City to the District so that the District has up-to-date knowledge of the state of its finances. The District will handle revenue receipts, provide accounts payable and payroll services in-house. The District shall provide cash receipt, accounts payable and payroll summary data to the City in a format approved by the City on a monthly basis. The District shall bear all expense related to District finances and accounting. A detailed description of the processes for all finance functions is set forth on Exhibit “C”, which is attached hereto and incorporated herein.
- b) As defined on Exhibit “C”, the District shall continue to provide day-to-day accounting and timekeeping functions, including point of sale and deposits, in-house (the “Daily Functions”). The District shall provide reports of the Daily Functions to the City in such a format that allows the City to import journal entry data into the City’s financial software.
- c) In an effort to obtain a discounted rate for the statutorily required auditing services, the Parties shall explore the possibility of contracting jointly for such services. The Parties shall each have proportionate liability for the costs of said auditing services.

- d) The City shall provide administration service to the District for the Recreation Facility Election Intergovernmental Agreement. The agreement specifies the transfer and use of the voter approved sales tax proceeds generated from a 0.3% sales tax increase approved by voters on April 1, 2014. The District shall credit the City as specified in this Part I (7) (E).

2. LEGAL

- a) The City Attorney represents the City. The City Attorney may provide general legal services to the District as time and the specific need arises. The Council or the City Attorney may determine on a case-by-case basis that the District shall obtain separate legal advice and/or representation.
- b) The District shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the District.
- c) The City Council may terminate the provision of the City Attorney's services to the District at any time in general or for specific matters.
- d) Nothing in this provision interferes with the District's right to hire counsel of their own choosing.

3. FACILITY SERVICES

- a) The City shall provide sweeping services for District parking lot areas as depicted in Exhibit "A" and at the Community Recreation Center, following prioritized maintenance schedules identified in the City Sweeping Plan. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of one week shall be required by the City. The City may provide general support to the District as needed on projects in which the City has specialized equipment. Equipment and labor rates are provided in Schedule "A".
- b) The City's personnel policies and insurance coverage shall apply to any City employees working on District property and the District shall not be responsible for any human resource issue or insurance coverage issue pertaining to these City employees.
- c) The City shall provide crack sealing services for the parking lot area depicted in Exhibit "A" at the Montrose Community Recreation Center, following prioritized street maintenance scheduling. The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.
- d) MRD's personnel policies and insurance coverage shall apply to any MRD employees working on City property and the City shall not be responsible for any human resource issue or insurance coverage issue pertaining to these MRD employees.
- e) The District shall bear all expense related to the provision of facilities services by the City for the benefit of the District.

- f) The City shall bear all expense related to the provision of facilities services by MRD for the benefit of the City.

4. CERISE & AMPHITHEATER FIELDS

a) DESCRIPTION

- i) For the purposes of this Agreement, Cerise Fields shall mean a ten (10) acre, multi-purpose area and a two (2) acre soccer field and related facilities on site, including irrigation systems, storage building and natural surface trails, as depicted in Exhibit “A”.
- ii) For purposes of this Agreement, Amphitheater Field shall mean the 1.5 acre field located in front of the Montrose Rotary Amphitheater, as depicted in Exhibit “A”.

b) ACCESS

- i) The City shall grant public access to the Cerise Fields for as long as the City, or its assigns, leases or owns the land encompassing Cerise Fields.
- ii) The City hereby grants to the District the right to use the Cerise Fields in accordance with the terms of this Agreement. This right to use is for the purpose of allowing the District, its agents and contractors, access to Cerise Fields for the purpose of conducting the day-to-day programs and activities of the District.
- iii) During the term of this Agreement, master scheduling for the use of the Cerise Fields shall occur annually, not later than January 31 of each year, at a meeting called by the District (the “Master Scheduling Meeting”) to include key District and City personnel. Both parties will present a calendar of events, collaborating to populate a shared calendar of events that includes community-wide events, Cerise Park programming, and large events (100+ people) at the Montrose Rotary Amphitheater or at the Ute, McNeil, or Holly Park set of fields. Once this scheduling meeting has occurred, either party may add events into the schedule with 60 days’ notice with no required notification of the other party. Within 60 days, modifications or additions of large events (100+ people) to the schedule require notification of the other party prior to finalization. Primary contacts for scheduling are identified as the City Clerk, Lisa DelPiccolo and the District’s Recreation Manager, Jeremy Master.
- iv) The District shall provide a layout of the proposed field locations for each sports season at the Master Scheduling Meeting. Except as otherwise provided herein, the District shall have priority in scheduling events at the Master Scheduling Meeting for Cerise Fields. The City shall have priority in scheduling events thereafter, with the District having secondary scheduling priority after both the City and the District have scheduled their initial events. City Park Use Fees will be exempted for all District activities scheduled. Notwithstanding the foregoing, the following holiday weekends shall be scheduled by the City for special community events: Memorial Day, Independence Day, and Labor Day. Additionally, it is recognized that the second weekend in August shall also be scheduled by the City for the annual Fun on the Uncompahgre River Festival (FUNC Fest) at Riverbottom Park and the Montrose

Rotary Amphitheater, and the third weekend in August shall be scheduled by the District for the annual Youth Appreciation Day (YAD).

c) MAINTENANCE

- i) The District shall maintain the Cerise Fields (said maintenance to include all turf maintenance and ancillary equipment required for District programs) during the growing season, and during any times that the District is sponsoring programs at the Cerise Fields. The City shall be responsible for all restroom cleaning. The restroom at Cerise Fields will be closed and winterized no earlier than October 15 each year and reopened for use no later than April 15 each year to protect it from freezing. The District shall be responsible for arranging for temporary toilet facilities if needed during periods when the restroom is closed. Notwithstanding the foregoing, the City shall be responsible for communicating to the District and supplying temporary toilet facilities if restrooms are closed for any reason later than April 15 or prior to October 15.
- ii) The District shall be responsible for any “start-up”, winterization and draining of the irrigation system serving the Cerise Fields.
- iii) The District shall provide mowing and trimming services, including labor and equipment, for the Amphitheater Field, following prioritized park maintenance and scheduling. The District shall provide mowing and trimming one (1) day per week during the growing season; the growing season begins on March 1 and concludes on October 31. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the District and invoiced to the City at a rate of \$50 per hour, including labor and equipment.
- iv) The City shall maintain Cerise and Amphitheater Fields after the District has ceased using the Cerise Fields for programs, and during the non-growing season; the non-growing season begins on November 1 of each year, and concludes on the last day of February of each following year.
- v) Maintenance shall be performed in accordance with the specifications set forth in Exhibit “B”. Maintenance shall be done in accordance with National Recreation and Park Association standards.

d) USE OF THE CERISE FIELDS

- i) Use of the multi-purpose field shall be limited to sporting practices, games, and Amphitheater events; all goals and other equipment shall be portable, and shall be supplied either by the user, or by the District and shall be removed after each sports season. Temporary painted stripes may be placed on the multi-purpose field. The District shall be responsible for removing portable equipment at the City’s request for other scheduled activities. All portable equipment shall be securely attached to the ground for the purpose of assuring public safety. The District shall assure at all times a minimum of two (2) acres of the multi-purpose field shall be available to the public for use and not scheduled for practice or game use.
- ii) Games and international soccer league activities shall be limited to the two-acre field and the 10 acre field, as depicted on Exhibit “A”.

5. INFORMATION SERVICES

- a) The City Information Services Department shall provide technical support to the District staff and board to assure the smooth operation of the District information services systems in accordance with the standards set forth in Exhibit “D” which is attached hereto and incorporated herein.
- b) District shall ensure City staff are provided with orientation and training by the audiovisual equipment installers or manufacturers for routine support and maintenance of all installed products. District shall provide a copy of operations and maintenance manuals and as-built diagram for all District audiovisual equipment which the City will be maintaining.
- c) District shall include City staff in future planning and upgrades of audiovisual equipment prior to ordering and installation.
- d) The District shall bear all expense related to District information services systems.

6. FLEET MANAGEMENT

- a) The City Fleet Department shall provide fleet management support for District owned vehicles. The City shall be responsible for fleet management in accordance with the standards set forth in Exhibit “E”, which is attached hereto and incorporated herein.
- b) The District shall bear all expense related to maintaining the District fleet.

7. FACILITY ACCESS FOR EMPLOYEES

- a) City Employee and Council Access to the Community Recreation Center. The District shall waive the Tier 3 Corporate Membership fee for the City. The District shall offer the Participant Membership Fees (equivalent to a 15% discount) to City employees and Council for the family and adult annual pass at the effective rate at time of purchase. This discount does not apply to youth, senior or any other pass products.
- b) The City shall notify the District when employees are terminated and/or when new hires are made on a monthly basis. MRD will remove annual pass privileges for terminated City employees at the end of the current month. New employee annual pass privileges will be effective immediately. Balances for terminated and/or new employees shall be mutually resolved at the end of the current calendar year.
- c) District Employee and Board Access to the Black Canyon Golf Course. The City shall offer a 15% discount to District employees and board members on the regularly priced individual and/or couples annual golf, range, and cart passes. District employees must provide a valid pay stub at time of purchase. The District shall provide a list of District board members to the City on an annual basis and notify the City of any District board changes throughout the year in order to receive the 15% discount.
- d) The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields (an annual value of \$7,965.72 USD value as noted in Schedule A). The District shall provide the City with

credit, (equivalent to an annual value of \$7,965.724 USD value) which will be used towards the annual pass payment for City Employees and Council.

- e) The City shall provide administration of sales tax revenues from the City to the District at no cost (an annual value of \$3,000 USD value). The District shall provide the City with credit, (equivalent to an annual value of \$3,000 USD value) which will be used towards the annual pass payment for City Employees and Council.

PART II: TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2022 unless otherwise terminated in accordance with the provisions of Part XIII of this Agreement.

PART III: PAYMENT. The District shall provide a payment in cash or its equivalent as set forth in Schedule A. In the event that the actual labor hours for a specific task indicated in Schedule A differ from those shown, the actual hours at the associated rate indicated on Schedule A will be paid by the District to the City.

PART IV: COMMUNICATIONS. The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key City staff involved in providing the shared services described in this Agreement shall report as needed to the District's Board of Directors.

PART V: ASSIGNMENTS.

- a) *No Assignments.* Neither Party may assign any of its rights, duties or obligations arising under this Agreement without the prior written consent of the other Party.
- b) *Ramifications of Purported Assignment.* Any purported assignment of the rights, duties or obligations of either Party without the express written consent of the other Party shall be void.

PART VI: CHOICE OF LAW. The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement.

PART VII: INDEMNIFICATION (DISTRICT TO CITY). The District, to extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the City at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the District set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case,

attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART VIII: INDEMNIFICATION (CITY TO DISTRICT). The City, to the extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the District at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the City set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART IX: NOTICES.

- a) *Requirement of a Writing.* Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.
- b) *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee") at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.
- c) *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

PART X: AMENDMENTS. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

PART XI: MERGER. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement, including but not limited to the Intergovernmental Agreement between the Parties in previous years, are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions

precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

PART XII: SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

PART XIII: FUTURE AGREEMENT. If District wishes to enter into a contract for 2023 with City, District must notify City no later than October 15, 2022.

PART XIV: ESCALATOR. All costs set forth in Schedule A shall be subject to escalation or de-escalation based on actual increases or decreases in costs incurred by the City. Written documentation of said increases shall be provided by the City to the District as these increases occur.

APPROVED this _____ day of _____, 2022.

CITY OF MONTROSE

ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk

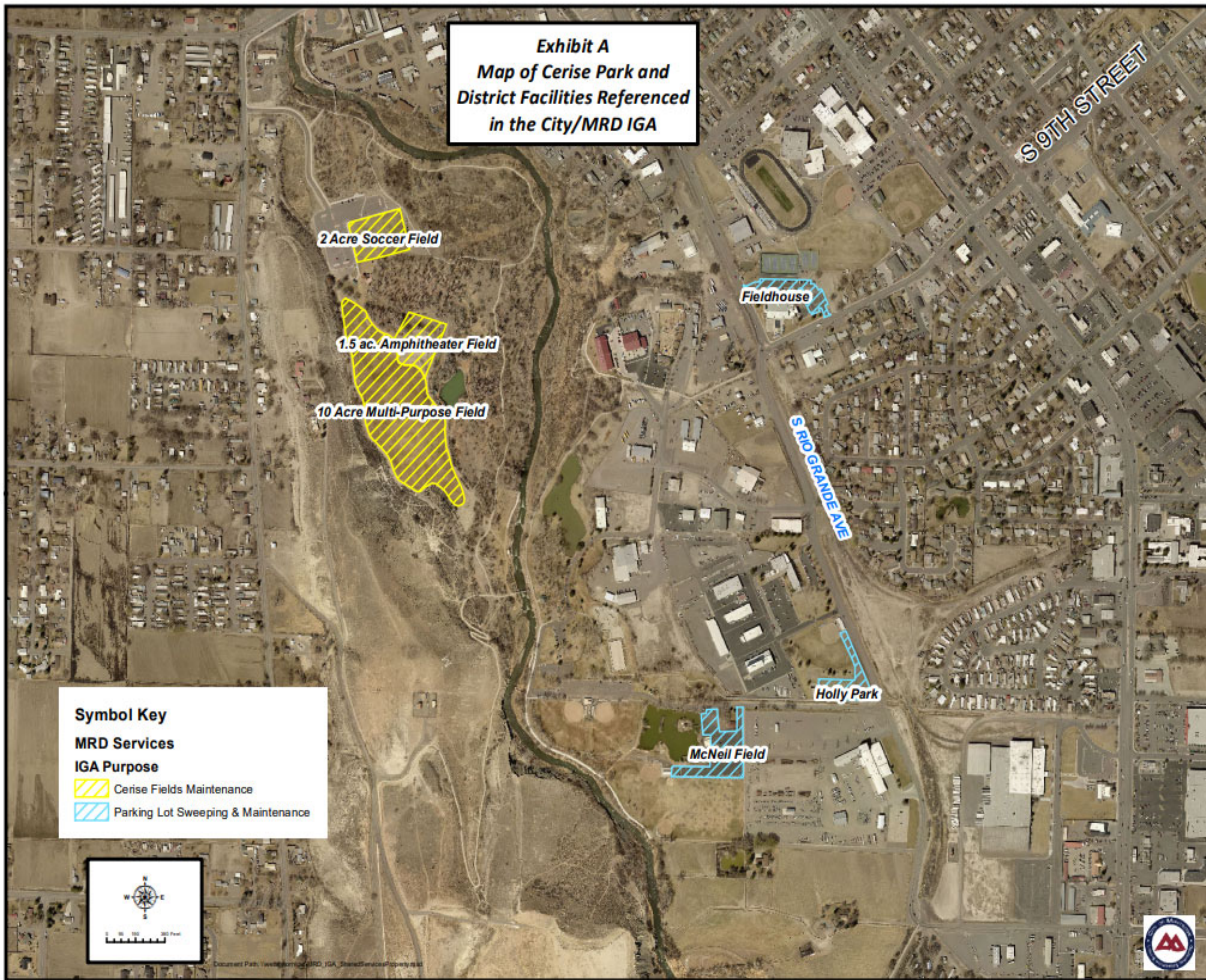
MONTROSE RECREATION DISTRICT

ATTEST:

Mark Plantz, President

Christina Files, Vice President

Exhibit A



Montrose Community Recreation Center – Crack Sealing Location

Exhibit B

FACILITY SERVICES SPECIFICATIONS

I. Facility Support

- A. Parking Lot Sweeping - Sweep parking lots at McNeil Fields, Holly Park, and the Field House as shown on Exhibit “A” and the Community Recreation Center, in accordance with City Sweeping Plan. The District may request additional sweeping by the City as needed. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of one week shall be required by the City.
- B. Irrigation System Winterization – District staff may request the use of City compressor equipment free of charge to complete irrigation system winterization.
- C. Crack Sealing - The City shall provide crack sealing services for the parking lot area depicted in Exhibit “A” at the Montrose Community Recreation Center, following prioritized street maintenance scheduling, a \$3,400 USD value, in exchange for District providing mowing and trimming services as described in Part 1.4(c)(iii). The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.
- D. General Support - At the City’s discretion, the City may provide general support as needed on projects in which the City has specialized equipment and expertise, particularly in the public works department. Rates for equipment commonly requested by the District are included in Schedule A. Self-propelled equipment will require a City operator. Support not identified in Schedule A will be billed to the District as appropriate and necessary.
- E. The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields. The District shall provide the City with credit for the value of the services, as detailed in Schedule A, which will be used towards the annual pass payment for City Employees and Council.

Exhibit C

Finance Specifications

I. Cash Receipts, Payroll and Accounts Payable

- A. The District shall continue to operate its Point of Sale system and make its own deposits. Daily cash receipt data will be summarized by revenue category (as determined by the District) by day into a spreadsheet format approved by the City and provided to the City for import into the City's general ledger. This includes daily cash receipts and any billing and invoicing distributed by the District. Additionally, the District shall continue to fulfill accounts payable and payroll functions. The District shall prepare and submit a summary accounts payable and payroll spreadsheet in a format, approved by the City, monthly for import into the City's general ledger.

II. Financial Reports and General Ledger

- A. The City shall generate monthly budget reports within 10 business days of receipt of properly formatted data documenting the expenses and revenues for the previous month (period actual), YTD actual, Annual Budget, Variance, and percentage of Budget expended.
- B. The City will also maintain and update a general ledger budget document that captures all District funds, revenues and expenses. At District's request, City Finance personnel will create worksheets for MRD staff to develop their budget and use these final reports to create a budget in the Caselle database for reporting purposes during the upcoming year.

Exhibit D

INFORMATION SERVICES SPECIFICATIONS

- I. Information Services and Audiovisual Systems Support
 - A. The City shall provide to the District a support phone number and/or website for the initiation of information services and audiovisual technical support.
 - B. The City shall prioritize the support request based on the severity of the issue and the current calls already in the work queue.
 - C. During business hours, the City shall provide an acknowledgment of the support request within four hours. The District shall allow the City to remotely connect to the District computers in order to properly respond to the support request. Support requests initiated after normal business hours should indicate if the problem requires immediate attention or can be resolved on the next regular business day.
 - D. Any support request requiring work in excess of four hours will be communicated prior to completing the request.
 - E. Routine maintenance tasks of supported equipment and software shall be initiated and completed by City according to manufacturer recommendations.
 - F. The City may provide cloud-based backup file storage to the District.
 - G. The City may provide virus checking and protection on all District computers attached to the City Network. The District shall be responsible for purchase of required virus protection licensing for each District computer.
 - H. The City will assess a 3% administrative fee for management of procurement or billing of hardware purchased for MRD and long-distanced phone service.
- II. Telephone System
 - A. Equipment shall be installed in the District in order to provide digital voice over Internet Protocol (VOIP) telephones and voicemail. With the exception of one or more public switched telephone network (PTSN) lines to provide emergency communication and support for alarms, all existing District phone numbers shall be moved to the City demarcation location at City Hall. Telephone calls to District numbers will be routed through the City infrastructure to telephones at District facilities.
 - B. A point-to-point network circuit between the City and District shall be established to provide the VOIP services at District expense.
 - C. The City shall provide internal phone numbers (extensions) to all District VOIP phones as well as voicemail services.
 - D. The City shall support the District in setting up call handling routines.
 - E. The City will notify the District of any planned outages and coordinate best times for planned outages. When the City is contemplating the installation of additional

features and/or upgrades to the telephone system that will result in an additional cost, the District shall have the option to participate in the additions/upgrades of said new feature and/or upgrades and shall share in the cost on a pro-rata basis.

Exhibit E

FLEET MANAGEMENT SPECIFICATIONS.

I. Fleet Repair Services

- A. The City shall provide to the District a support phone number for the initiation of fleet repair services. This phone number shall be answered during regular City Shop working hours 7 AM to 5:30 PM Monday through Thursday.
- B. Repairs to District's vehicles shall be repaired on a priority basis after City police and sanitation vehicles. This includes the van, bus, and all maintenance equipment.
- C. City shall prepare a monthly report and provide a statement of repairs, parts, labor, and supplies to District for each work order by the 14th of the following month
- D. Fleet repairs on District vehicles shall include:
 - i. Brake pad/shoe replacement along with disc/drum replacement, brake cylinder repair/ replacement. Diagnostics of brake systems such as antilock brakes/ traction control. Repairs of all brake hydraulic systems and wheel bearings.
 - ii. Limited axle, transmission, driveshaft, u-joint repairs.
 - iii. Heating and air conditioning repairs.
 - iv. General electrical/ electronic system diagnostic and repair. Battery, starting system, charging system, lighting systems, gauges, warning systems, driver information systems, safety and accessory system repairs.
 - v. Steering and suspension systems. Shocks, ball joints, tie rod ends, springs, replacements.
 - vi. Exhaust/emission system inspection and repairs.
 - vii. General engine diagnostics, fuel, electrical, ignition, cooling, lubrication systems and computerized controls.
 - viii. Transmission maintenance and adjustments.
 - ix. Tire repair and replacement of most common sizes.
 - x. Fabrication/welding of specialized equipment.
 - xi. Repairs of specialized equipment.
 - xii. Tire repair/replacement for maintenance equipment.
 - xiii. Road call service truck available, during normal shop hours.
 - xiv. Welding and fabrication services of accessories or specialized features for the passengers or passenger equipment of steel or plastics.
- E. Replacement parts shall be as distributed by original equipment manufacturer, NAPA, Carquest or approved equal.

II. Equipment Maintenance

- A. Perform routine maintenance checks and service (including mechanical repairs, tune-ups, filter and oil changes, greasing, power washing) on District owned maintenance equipment such as Jacobson mowers (2), small riding mower (1), Kubota Tractor (1),

other tractor (1), ATV (1), field/parking lot painters (2), Diamond Demon field maintainer (1), golf carts (2), chain saws (1)). The District will occasionally send District equipment back to the manufacturers as needed for deep maintenance. The above quantities and types of District maintenance equipment, van and bus are subject to change and provided for reference only. City shall maintain District owned maintenance equipment and vehicles to the extent possible. Specialized maintenance tasks that are outside the expertise of City staff shall be completed by outside vendors at the District's expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.

- B. All District owned maintenance equipment shall be marked with "MRD".
- C. All District owned maintenance equipment shall be transported by the District to and from the City Public Works Shop when maintenance is requested.
- D. Equipment maintenance records shall be maintained by the City and made available for to the District upon request.

III. Fleet Preventative Maintenance Services

- A. The City shall provide to the District preventive maintenance services at regularly scheduled intervals based on usage.
- B. When vehicles are due for service the District will deliver vehicle to City shop at an assigned date and time.
- C. City shall provide a statement of preventative maintenance service, parts, labor and supplies to District with each work order, at the time of service or when the repair is completed.
- D. Fleet preventative maintenance services on District vehicles shall include:
 - i. Automotive vehicles 3000 mile service or "A" service includes: Change engine oil and filter check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hrs.
 - ii. Automotive Vehicles 6000 mile service or "B" service includes: Change engine oil and filter, change fuel filter, check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours
 - iii. Light truck, heavy truck 4000 mile service or "A" service includes: Change engine oil and filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hours.
 - iv. Light truck, heavy truck 8000 mile or "B" service includes: Change engine oil and filter, change fuel filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours.
 - v. Light truck, heavy truck and automotive vehicles 36,000 mile service or "C" service includes: Change oil and filter, change fuel filter, change transmission oil, filter and make necessary adjustments, lube chassis. Check brakes, lights, tires, all

other fluids, vehicle markings, paint, and glass. Approximate technician time 3.3 hours.

E. Replaceable filters shall be as distributed by NAPA or approved equal.

IV. Fleet Management Services

- A. For each District vehicle the City shall maintain service, mileage, parts, fluids and labor costs records in the City's fleet management system. District records shall be kept under a unique organization and separate from City fleet records.
- B. Reports from available data shall be provided to the District upon request. Recommended vehicle replacement reporting shall be available as well.

V. Fleet Fueling Services and Fluids

- A. City shall allow District to fuel vehicles at City fueling station. City shall provide an access card and fueling key for each District vehicle to allow after-hour access to fueling station. District staff will input an employee identification number and current odometer reading prior to fueling vehicle.
- B. Fluids dispensed by City include: 5W/20 motor oil: API classification GF-4/SM, Dexron V1 automatic transmission fluid, 80W-90 gear lube, ASTM D6210 50/50 pre-mix anti-freeze, NLG1 GC-LB moly high temp EP (extreme pressure) grease.
- C. Fuels dispensed by City include: E10 Unleaded Gasoline and #2 Ultra Low Sulfur (Diesel) Fuel.
- D. City will bill District on a monthly basis for fuel and fluids dispensed for District vehicles.

VI. Excluded Services

- A. The following services are outside of the scope of capability of the City and must be provided by an outside vendor:
 - i. Transmission overhauls
 - ii. Axle overhauls
 - iii. Structural damage
 - iv. Frame damage
 - v. Glass Repair
 - vi. Upholstery Repair
 - vii. Wrecker service
 - viii. Paint and body repairs
 - ix. Engine overhauls
- B. At District request and expense, the City may facilitate repairs through an outside vendor.

Schedule A

PAYMENT SCHEDULE AND SCHEDULE OF COSTS

City shall receive payment from District on a quarterly basis for all services performed.

Hours shall be tracked in each shared service and communicated to the District on a quarterly basis with the budget reports to communicate hours available in each area.

Hourly billing rates are based on the position's burden rate with 3% overhead. Rates are adjusted on an annual basis following approval of the city's annual budget.

Table 1 – Financial Services Cost Schedule

Task	Estimated Labor Hours	Hourly Billing Rate	Estimated Labor Total
Budget & Financial Analysis and Reporting	120	\$84.85	\$10,182

Table 2 – Legal Services Cost Schedule

Deliverable	Hourly Billing Rate
City Attorney	\$100.00

Table 3A – Facility Services Cost Schedule

Task	Billing Rate	Annual Expense
Management	\$53.52/hr	
Additional Parking Lot Sweeping	\$34.28 for labor / \$96.80 for sweeper	
Utility (Cerise Irrigation)		70% of the Actual Cost Charged by DMEA
Additional Crack Seal (Materials, Equipment, and Labor)	\$350.00/hr	
Additional Potholes Per 50lb Bag (Materials and Labor / Temporary Fix)	\$30.00 per 1.5 cu ft	
Additional Asphalt Patching (Materials, Equipment, and Labor)	\$350.00 per 100 sq ft	
Tractor & Cutter (Equipment #46)	\$43.17/hr	
Brush Chipper (Equipment #242)	\$8.97/hr	
Chevrolet C3500 (Equipment #248)	\$17.91/hr	

Backhoe Loader (Equipment #421)	\$23.95/hr	
Operator for Self-propelled Equipment	\$35.00/hr	

**Table 3B – Trash and
Recycle Services**

Facility	Containers "T" Trash/ "R" Recycling	Monthly Rate	Annual Expense (To be credited to City)
Community Recreation Center	T- 3-350 gal. containers/ R-1-350 gal. container, 2-90 gal. containers. M/Thurs. Collection	\$232.22	\$2,786.64
Holly Park	T- 1-350 gal. container. M/Thurs. Collection	\$77.07	\$924.84
McNeil Park	T-1-350 gal. container and 1-420 gal. container. M/Thurs. Collection	\$169.55	\$2,034.60
Field House	T-2-420 gal. containers, R-4-90 gal. container. M/Thurs. Collection	\$184.97	\$2,219.64
		Total	\$7,965.72

Table 4 – Information Services Cost Schedule

Task	Hourly Billing Rate	Annual Expense
Network Design	\$56.43	
Computer Support	\$43.10	
Computer Support – After Hours	\$62.76	
Network/Server Support	\$48.64	
Network/Server Support – After Hours	\$70.83	
Phone System Changes	\$54.49	
Phone System Changes – After Hours	\$81.73	
Internet Service (1 Gbps service provided by City)		\$6,000.00

Cloud-based offsite backup date storage (\$10/month up to 200 GB		
Vipre virus scanning managed by City at \$5/month per computer (optional) 12 computers		
Long Distance (\$0.05 /minute) est. 1000 minutes + 3%		\$618.00
Phone System Charges (\$4.35/user/month) 23 phones		\$1,200.60

Table 5A
District Owned Vehicles

2001 Dodge Pickup
2004 Chevrolet Van
2012 Dodge Ram 1500 SLT
2013 Ford Eldorado Aerolite Bus (15 Passenger)
2016 Ford F250 Super Duty F-26
2017 Trailer, VIN 4P5D71420H1258593
2018 Ford E-350 Bus (15 Passenger)

Table 5B Fleet
Maintenance Cost
Schedule

Deliverable	Hourly Billing Rate	Expense
Fleet Repair Services	\$110.00	Parts Actual Cost
Fleet Preventative Maintenance Services	\$110.00	Parts Actual Cost
Fleet Management Services	\$110.00	
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MONTROSE AND THE
MONTROSE RECREATION DISTRICT
REGARDING SHARED SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is dated _____, 2022~~4~~, between the City of Montrose, (the "City") a Colorado home rule municipal corporation, whose address is 433 South First Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Recreation District, (the "District") a Colorado special district, whose address is 16350 Woodgate Road, Montrose, Colorado 81401; the above-named entities may sometimes be collectively referred to herein as the "Parties" and individually as a "Party." The effective date of this Agreement shall be January 1, 2022 (the "Effective Date").

WHEREAS, the City, and the District have collaborated in the past to provide a variety of recreational needs serving a diverse population; and

WHEREAS, it is the directive of the governing bodies of the Parties to provide the best services at the lowest possible cost; and

WHEREAS, the Parties shall implement shared services as specified in this Agreement whereby City agencies shall support the District in exchange for payment; and

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

PART I: SPECIFIC TERMS.

1. FINANCE

- a) The City's finance department shall work with District staff to provide financial reports on a monthly basis, and board in budget preparation and reporting (including general, capital, reserve, conservation trust, capital improvement and sales tax funds), and mill certification. Monthly budget reports will be provided by the City to the District so that the District has up-to-date knowledge of the state of its finances. The District will handle revenue receipts, provide accounts payable and payroll services in-house. The District shall provide cash receipt, accounts payable and payroll summary data to the City in a format approved by the City on a monthly basis. The District shall bear all expense related to District finances and accounting. A detailed description of the processes for all finance functions is set forth on Exhibit "C", which is attached hereto and incorporated herein.
- b) As defined on Exhibit "C", the District shall continue to provide day-to-day accounting and timekeeping functions, including point of sale and deposits, in-house (the "Daily Functions"). The District shall provide reports of the Daily Functions to the City in such a format that allows the City to import journal entry data into the City's financial software.

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- c) In an effort to obtain a discounted rate for the statutorily required auditing services, the Parties shall explore the possibility of contracting jointly for such services. The Parties shall each have proportionate liability for the costs of said auditing services.
- d) The City shall provide administration service to the District for the Recreation Facility Election Intergovernmental Agreement. The agreement specifies the transfer and use of the voter approved sales tax proceeds generated from a 0.3% sales tax increase approved by voters on April 1st, 2014. The District shall credit the City as specified in this Part I (7) (E).

2. LEGAL

- a) The City Attorney represents the City. The City Attorney may provide general legal services to the District as time and the specific need arises. The Council or the City Attorney may determine on a case-by-case basis that the District shall obtain separate legal advice and/or representation.
- b) The District shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the District.
- c) The City Council may terminate the provision of the City Attorney's services to the District at any time in general or for specific matters.
- d) Nothing in this provision interferes with the District's right to hire counsel of their own choosing.

3. FACILITY SERVICES

- ~~a)~~ The City shall provide sweeping services for District parking lot areas as depicted in Exhibit "A" and at the Community Recreation Center, following prioritized maintenance schedules identified in the City Sweeping Plan. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of one week shall be required by the City.

- ~~b)~~a) The City may provide general support to the District as needed on projects in which the City has specialized equipment. Equipment and labor rates are provided in Schedule "A".

- ~~b)~~ The City's personnel policies and insurance coverage shall apply to any City employees working on District property and the District shall not be responsible for any human resource issue or insurance coverage issue pertaining to these City employees.

- c) The City shall provide crack sealing services for the parking lot area depicted in Exhibit "A" at the Montrose Community Recreation Center, following prioritized street maintenance scheduling. The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.

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- d) MRD's personnel policies and insurance coverage shall apply to any MRD employees working on City property and the City shall not be responsible for any human resource issue or insurance coverage issue pertaining to these MRD employees.
- e) The District shall bear all expense related to the provision of facilities services by the City for the benefit of the District.
- f) The City shall bear all expense related to the provision of facilities services by MRD for the benefit of the City.

4. CERISE & AMPHITHEATER FIELDS

a) DESCRIPTION

- i) For the purposes of this Agreement, Cerise Fields shall mean a ten (10) acre, multi-purpose area and a two (2) acre soccer field and related facilities on site, including irrigation systems, storage building and natural surface trails, as depicted in Exhibit "A".

ii) For purposes of this Agreement, Amphitheater Field shall mean the 1.5 acre field located in front of the Montrose Rotary Amphitheater, as depicted in Exhibit "A".

ii) —

b) ACCESS

- i) The City shall grant public access to the Cerise Fields for as long as the City, or its assigns, leases or owns the land encompassing Cerise Fields.
- ii) The City hereby grants to the District the right to use the Cerise Fields in accordance with the terms of this Agreement. This right to use is for the purpose of allowing the District, its agents and contractors, access to Cerise Fields for the purpose of conducting the day-to-day programs and activities of the District.

iii) During the term of this Agreement, master scheduling for the use of the Cerise Fields shall occur annually, not later than January 31-March 31st of each year, at a meeting called by the District (the "Master Scheduling Meeting") to include key District and City personnel. Both parties will present a calendar of events, collaborating to populate a shared calendar of events that includes community-wide events, Cerise Park programming, and large events (100+ people) at the Montrose Rotary Amphitheater or at the Ute, McNeil, or Holly Park set of fields. Once this scheduling meeting has occurred, either party may add events into the schedule with 60 days' notice with no required notification of the other party. Within 60 days, modifications or additions of large events (100+ people) to the schedule require notification of the other party prior to finalization. Primary contacts for scheduling are identified as the City Clerk, Lisa DelPiccolo and the District's Recreation Manager, Jeremy Master.

- e) The District shall provide a layout of the proposed field locations for each sports season at the Master Scheduling Meeting. Except as otherwise provided herein, the District shall have priority in scheduling events at the Master Scheduling Meeting for Cerise Fields. The City shall have priority in scheduling events thereafter, with the District having

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secondary scheduling priority after both the City and the District have scheduled their initial events. ~~Further, it is mutually agreed that the City and the District shall work cooperatively to schedule any special events that become known after the Master Scheduling Meeting has taken place.~~ City Park Use Fees will be exempted for all District activities scheduled. Notwithstanding the foregoing, the following holiday weekends shall be scheduled by the City for special community events: Memorial Day, Independence Day, July 4th and Labor Day. ~~shall be scheduled by the City for special community events.~~ Additionally, it is recognized that the second weekend in August shall also be scheduled by the City for the annual Fun on the Uncompahgre River Festival (FUNC Fest) at Riverbottom Park and the Montrose Rotary Amphitheater, and the third weekend in August shall be scheduled by the District for the annual Youth Appreciation Day (YAD).

iv)

c) MAINTENANCE

i) The District shall maintain the Cerise Fields ~~-(said maintenance to include all turf maintenance and ancillary equipment required for District programs)~~ during the growing season, and during any times that the District is sponsoring programs at the Cerise Fields. The City shall be responsible for all ~~weekday and weekend~~ restroom cleaning. The restroom at Cerise Fields will be closed and winterized no earlier than October 15th each year and reopened for use no later than April 15th each year to protect it from freezing. The District shall be responsible for arranging for temporary toilet facilities if needed during periods when the restroom is closed. Notwithstanding the foregoing, the City shall be responsible for communicating to the District and supplying temporary toilet facilities if restrooms are closed for any reason later than April 15th or prior to October 15th.

ii) The District shall be responsible for any “start-up”, winterization and draining of the irrigation system serving the Cerise Fields.

iii) The District shall provide mowing and trimming services, including labor and equipment, for the Amphitheater Field, following prioritized park maintenance and scheduling. The District shall provide mowing and trimming one (1) day per week during the growing season; the growing season begins on March 1 and concludes on October 31. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the District and invoiced to the City at a rate of \$50 per hour, including labor and equipment.

iv) The City shall maintain Cerise ~~Fields and Amphitheater -after~~ Fields after the District has ceased using the Cerise Fields for programs, and during the non-growing season; the non-growing season begins on November 1 of each year, and concludes on the last day of February ~~March 1~~ of each following year.

v) Maintenance shall be performed in accordance with the specifications set forth in Exhibit “B”. Maintenance shall be done in accordance with National Recreation and Park Association standards.

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~~iii) The District shall be responsible for any “start up”, winterization and draining of the irrigation system serving the Cerise Fields.~~

~~b)d)~~ USE OF THE CERISE FIELDS

i) Use of the multi-purpose field shall be limited to sporting practices, ~~and games, and~~ Amphitheater events; all goals and other equipment shall be portable, and shall be supplied either by the user, or by the District and shall be removed after each sports season. Temporary painted stripes may be placed on the multi-purpose field. The District shall be responsible for removing portable equipment at the City’s request for other scheduled activities. All portable equipment shall be securely attached to the ground for the purpose of assuring public safety. The District shall assure at all times a minimum of two (2) acres of the multi-purpose field shall be available to the public for use and not scheduled for practice or game use.

ii) Games and international soccer league activities shall be limited to the two-acre field and the 10 acre field, as depicted on Exhibit “A”.

5. INFORMATION SERVICES

- a) The City Information Services Department shall provide technical support to the District staff and board to assure the smooth operation of the District information services systems in accordance with the standards set forth in Exhibit “D” which is attached hereto and incorporated herein.
- b) District shall ensure City staff are provided with orientation and training by the audiovisual equipment installers or manufacturers for routine support and maintenance of all installed products. District shall provide a copy of operations and maintenance manuals and as-built diagram for all District audiovisual equipment which the City will be maintaining.
- c) District shall include City staff in future planning and upgrades of audiovisual equipment prior to ordering and installation.
- d) The District shall bear all expense related to District information services systems.

6. FLEET MANAGEMENT

- a) The City Fleet Department shall provide fleet management support for District owned vehicles. The City shall be responsible for fleet management in accordance with the standards set forth in Exhibit “E”, which is attached hereto and incorporated herein.
- b) The District shall bear all expense related to maintaining the District fleet.

7. FACILITY ACCESS FOR EMPLOYEES

- a) City Employee and Council Access to the Community Recreation Center. The District shall waive the Tier 3 Corporate Membership fee for the City. The District shall offer the Participant Membership Fees (equivalent to a 15% discount) to City employees and Council for the family and adult annual pass at the effective rate at time of purchase. This discount does not apply to youth, senior or any other pass products.

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- b) The City shall notify the District when employees are terminated and/or when new hires are made on a monthly basis. MRD will remove annual pass privileges for terminated City employees ~~at the end of the current month, and activate a~~ New employee annual pass privileges ~~will be effective immediately, the first of the month following 30 days of employment or termination.~~ Balances for terminated and/or new employees shall be mutually resolved at the end of the current calendar year.
- c) District Employee and Board Access to the Black Canyon Golf Course. The City shall offer a 15% discount to District employees and board members on the regularly priced individual and/or couples annual golf, range, and cart passes. District employees must provide a valid pay stub at time of purchase. The District shall provide a list of District board members to the City on an annual basis and notify the City of any District board changes throughout the year in order to receive the 15% discount.
- d) The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields (an annual value of ~~\$7,965,727,230.76~~ USD value as noted in Schedule A). The District shall provide the City with credit, (equivalent to an annual value of ~~\$7,965,7247,230.76~~ USD value) which will be used towards the annual pass payment for City Employees and Council.
- e) The City shall provide administration of sales tax revenues from the City to the District at no cost (an annual value of ~~\$3,0002,700~~ USD value). The District shall provide the City with credit, (equivalent to an annual value of ~~\$3,0002,700~~ USD value) which will be used towards the annual pass payment for City Employees and Council.

PART II: TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 202~~2~~ unless otherwise terminated in accordance with the provisions of Part XIII of this Agreement.

PART III: PAYMENT. The District shall provide a payment in cash or its equivalent as set forth in Schedule A. In the event that the actual labor hours for a specific task indicated in Schedule A differ from those shown, the actual hours at the associated rate indicated on Schedule A will be paid by the District to the City.

PART IV: COMMUNICATIONS. The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key City staff involved in providing the shared services described in this Agreement shall report as needed to the District's Board of Directors.

PART V: ASSIGNMENTS.

- a) *No Assignments.* Neither Party may assign any of its rights, duties or obligations arising under this Agreement without the prior written consent of the other Party.
- b) *Ramifications of Purported Assignment.* Any purported assignment of the rights, duties or obligations of either Party without the express written consent of the other Party shall be void.

PART VI: CHOICE OF LAW. The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement.

PART VII: INDEMNIFICATION (DISTRICT TO CITY). The District, to extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the City at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the District set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART VIII: INDEMNIFICATION (CITY TO DISTRICT). The City, to the extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the District at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the City set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

PART IX: NOTICES.

- a) *Requirement of a Writing.* Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.
- b) *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee") at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.

- c) *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

PART X: AMENDMENTS. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

PART XI: MERGER. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement, including but not limited to the Intergovernmental Agreement between the Parties in previous years, are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

PART XII: SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

PART XIII: FUTURE AGREEMENT. If District wishes to enter into a contract for 2023 with City, District must notify City no later than October 15, 2022.

PART XIV: ESCALATOR. All costs set forth in Schedule A shall be subject to escalation or de-escalation based on actual increases or decreases in costs incurred by the City. Written documentation of said increases shall be provided by the City to the District as these increases occur.

APPROVED this _____ day of _____, 202~~2~~⁴.

CITY OF MONTROSE

ATTEST:

Douglas Glaspell, Mayor

Lisa DelPiccolo, City Clerk

MONTROSE RECREATION DISTRICT

ATTEST:

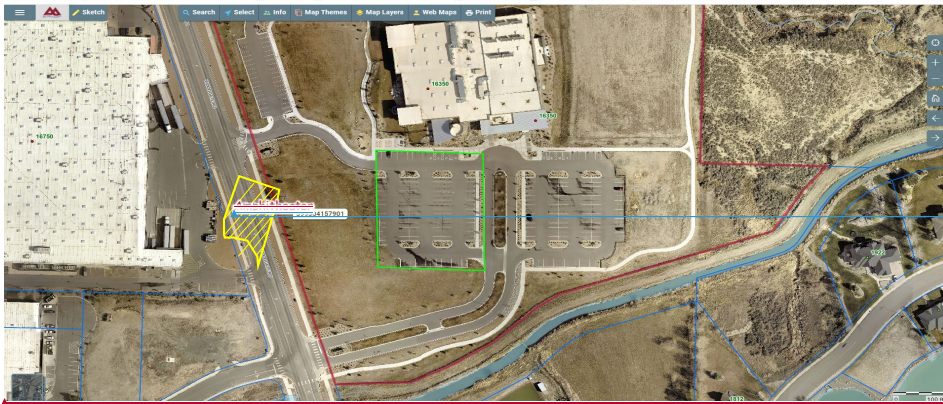
Mark Plantz~~Martin Lutz~~, President
~~Secretary~~

Christina Files, Vice President

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Exhibit A





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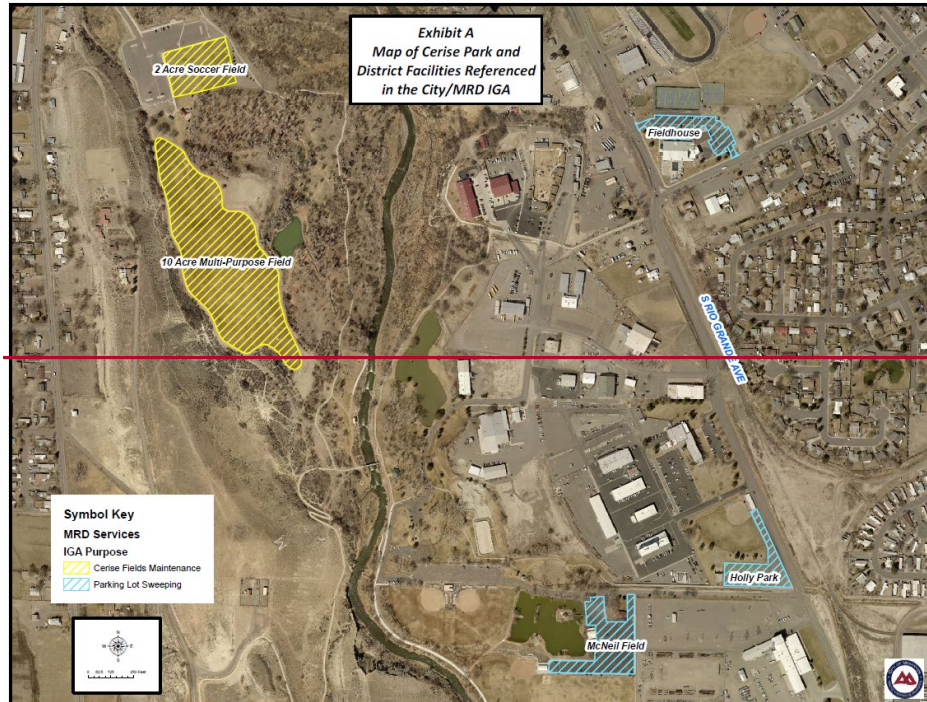


Exhibit B

FACILITY SERVICES SPECIFICATIONS

I. Facility Support

~~A.~~ Parking Lot Sweepings - Sweep parking lots at McNeil Fields, Holly Park, and the Field House as shown on Exhibit "A" and the Community Recreation Center, in accordance with City Sweeping Plan. The District may request additional sweeping by the City as needed. All sweeping shall be requested by the District and scheduled with the City. Advanced notice of one week shall be required by the City.

~~A.~~ Irrigation City.

~~B.~~ Irrigation System Winterization – District staff may request the use of City compressor equipment free of charge to complete irrigation system winterization. ~~on District facilities.~~

~~B.C.~~ Crack Sealing - The City shall provide crack sealing services for the parking lot area depicted in Exhibit "A" at the Montrose Community Recreation Center, following prioritized street maintenance scheduling, a \$3,400 USD value, in exchange for District providing mowing and trimming services as described in Part 1.4(c)(iii). The City shall dedicate a full 10-hour day which includes labor, materials, and equipment. The City shall prepare joints for crack sealing, identified as all joints connecting to all concrete valley pans. The estimated value of this work is \$3,400 USD. Additional work may be scheduled with the City and invoiced to the District according to the rates in Schedule A.

~~C.D.~~ General Support - At the City's discretion, the City may provide general support as needed on projects in which the City has specialized equipment and expertise, particularly in the public works department. Rates for equipment commonly requested by the District are included in Schedule A. Self-propelled equipment will require a City operator. Support not identified in Schedule A will be billed to the District as appropriate and necessary.

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~~D.E.~~ The City shall provide trash and recycling services to the District for the Field House, Community Recreation Center, Holly Park, and McNeil Fields. The District shall provide the City with credit for the value of the services, as detailed in Schedule A, which will be used towards the annual pass payment for City Employees and Council.

Exhibit C

Finance Specifications

- I. Cash Receipts, Payroll and Accounts Payable
 - A. The District shall continue to operate its Point of Sale system and make its own deposits. Daily cash receipt data will be summarized by revenue category (as determined by the District) by day into a spreadsheet format approved by the City and provided to the City for import into the City's general ledger. This includes daily cash receipts and any billing and invoicing distributed by the District. Additionally, the District shall continue to fulfill accounts payable and payroll functions. The District shall prepare and submit a summary accounts payable and payroll spreadsheet in a format, approved by the City, monthly for import into the City's general ledger.
- II. Financial Reports and General Ledger
 - A. The City shall generate monthly budget reports within 10 business days of receipt of properly formatted data documenting the expenses and revenues for the previous month (period actual), YTD actual, Annual Budget, Variance, and percentage of Budget expended.

- B. The City will also maintain and update a general ledger budget document that captures all District funds, revenues and expenses. At District's request, City Finance personnel will create worksheets for MRD staff to develop their budget and use these final reports to create a budget in the Caselle database for reporting purposes during the upcoming year.

Exhibit D

INFORMATION SERVICES SPECIFICATIONS

- I. Information Services and Audiovisual Systems Support
- A. The City shall provide to the District a support phone number and/or website for the initiation of information services and audiovisual technical support.
 - B. The City shall prioritize the support request based on the severity of the issue and the current calls already in the work queue.
 - C. During business hours, the City shall provide an acknowledgment of the support request within four hours. The District shall allow the City to remotely connect to the District computers in order to properly respond to the support request. Support requests initiated after normal business hours should indicate if the problem requires immediate attention or can be resolved on the next regular business day.
 - D. Any support request requiring work in excess of four hours will be communicated prior to completing the request.
 - E. Routine maintenance tasks of supported equipment and software shall be initiated and completed by City according to manufacturer recommendations.
 - F. The City may provide cloud-based backup file storage to the District.

- G. The City may provide virus checking and protection on all District computers attached to the City Network. The District shall be responsible for purchase of required virus protection licensing for each District computer.
- H. The City will assess a 3% administrative fee for management of procurement or billing of hardware purchased for MRD and long-distanced phone service.

II. Telephone System

- A. Equipment shall be installed in the District in order to provide digital voice over Internet Protocol (VOIP) telephones and voicemail. With the exception of one or more public switched telephone network (PTSN) lines to provide emergency communication and support for alarms, all existing District phone numbers shall be moved to the City demarcation location at City Hall. Telephone calls to District numbers will be routed through the City infrastructure to telephones at District facilities.
- B. A point-to-point network circuit between the City and District shall be established to provide the VOIP services at District expense.
- C. The City shall provide internal phone numbers (extensions) to all District VOIP phones as well as voicemail services.
- D. The City shall support the District in setting up call handling routines.
- E. The City will notify the District of any planned outages and coordinate best times for planned outages. When the City is contemplating the installation of additional features and/or upgrades to the telephone system that will result in an additional cost, the District shall have the option to participate in the additions/upgrades of said new feature and/or upgrades and shall share in the cost on a pro-rata basis.

Exhibit E

FLEET MANAGEMENT SPECIFICATIONS.

I. Fleet Repair Services

- A. The City shall provide to the District a support phone number for the initiation of fleet repair services. This phone number shall be answered during regular City Shop working hours 7 AM to 5:30 PM Monday through Thursday.
- B. Repairs to District's vehicles shall be repaired on a priority basis after City police and sanitation vehicles. This includes the van, bus, and all maintenance equipment.
- C. City shall prepare a monthly report and provide a statement of repairs, parts, labor, and supplies to District for each work order by the 14th of the following month
- D. Fleet repairs on District vehicles shall include:
 - i. Brake pad/shoe replacement along with disc/drum replacement, brake cylinder repair/ replacement. Diagnostics of brake systems such as antilock brakes/ traction control. Repairs of all brake hydraulic systems and wheel bearings.
 - ii. Limited axle, transmission, driveshaft, u-joint repairs.
 - iii. Heating and air conditioning repairs.
 - iv. General electrical/ electronic system diagnostic and repair. Battery, starting system, charging system, lighting systems, gauges, warning systems, driver information systems, safety and accessory system repairs.
 - v. Steering and suspension systems. Shocks, ball joints, tie rod ends, springs, replacements.
 - vi. Exhaust/emission system inspection and repairs.
 - vii. General engine diagnostics, fuel, electrical, ignition, cooling, lubrication systems and computerized controls.
 - viii. Transmission maintenance and adjustments.
 - ix. Tire repair and replacement of most common sizes.
 - x. Fabrication/welding of specialized equipment.
 - xi. Repairs of specialized equipment.
 - xii. Tire repair/replacement for maintenance equipment.
 - xiii. Road call service truck available, during normal shop hours.
 - xiv. Welding and fabrication services of accessories or specialized features for the passengers or passenger equipment of steel or plastics.
- E. Replacement parts shall be as distributed by original equipment manufacturer, NAPA, Carquest or approved equal.

II. Equipment Maintenance

- A. Perform routine maintenance checks and service (including mechanical repairs, tune-ups, filter and oil changes, greasing, power washing) on District owned maintenance equipment such as Jacobson mowers (2), small riding mower (1), Kubota Tractor (1),

other tractor (1), ATV (1), field/parking lot painters (2), Diamond Demon field maintainer (1), golf carts (2), chain saws (1)). The District will occasionally send District equipment back to the manufacturers as needed for deep maintenance. The above quantities and types of District maintenance equipment, van and bus are subject to change and provided for reference only. City shall maintain District owned maintenance equipment and vehicles to the extent possible. Specialized maintenance tasks that are outside the expertise of City staff shall be completed by outside vendors at the District's expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.

- B. All District owned maintenance equipment shall be marked with "MRD".
- C. All District owned maintenance equipment shall be transported by the District to and from the City Public Works Shop when maintenance is requested.
- D. Equipment maintenance records shall be maintained by the City and made available for to the District upon request.

III. Fleet Preventative Maintenance Services

- A. The City shall provide to the District preventive maintenance services at regularly scheduled intervals based on usage.
- B. When vehicles are due for service the District will deliver vehicle to City shop at an assigned date and time.
- C. City shall provide a statement of preventative maintenance service, parts, labor and supplies to District with each work order, at the time of service or when the repair is completed.
- D. Fleet preventative maintenance services on District vehicles shall include:
 - i. Automotive vehicles 3000 mile service or "A" service includes: Change engine oil and filter check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hrs.
 - ii. Automotive Vehicles 6000 mile service or "B" service includes: Change engine oil and filter, change fuel filter, check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours
 - iii. Light truck, heavy truck 4000 mile service or "A" service includes: Change engine oil and filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hours.
 - iv. Light truck, heavy truck 8000 mile or "B" service includes: Change engine oil and filter, change fuel filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours.
 - v. Light truck, heavy truck and automotive vehicles 36,000 mile service or "C" service includes: Change oil and filter, change fuel filter, change transmission oil, filter and make necessary adjustments, lube chassis. Check brakes, lights, tires, all

other fluids, vehicle markings, paint, and glass. Approximate technician time 3.3 hours.

E. Replaceable filters shall be as distributed by NAPA or approved equal.

IV. Fleet Management Services

- A. For each District vehicle the City shall maintain service, mileage, parts, fluids and labor costs records in the City's fleet management system. District records shall be kept under a unique organization and separate from City fleet records.
- B. Reports from available data shall be provided to the District upon request. Recommended vehicle replacement reporting shall be available as well.

V. Fleet Fueling Services and Fluids

- A. City shall allow District to fuel vehicles at City fueling station. City shall provide an access card and fueling key for each District vehicle to allow after-hour access to fueling station. District staff will input an employee identification number and current odometer reading prior to fueling vehicle.
- B. Fluids dispensed by City include: 5W/20 motor oil: API classification GF-4/SM, Dexron VI automatic transmission fluid, 80W-90 gear lube, ASTM D6210 50/50 pre-mix anti-freeze, NLG1 GC-LB moly high temp EP (extreme pressure) grease.
- C. Fuels dispensed by City include: E10 Unleaded Gasoline and #2 Ultra Low Sulfur (Diesel) Fuel.
- D. City will bill District on a monthly basis for fuel and fluids dispensed for District vehicles.

VI. Excluded Services

- A. The following services are outside of the scope of capability of the City and must be provided by an outside vendor:
 - i. Transmission overhauls
 - ii. Axle overhauls
 - iii. Structural damage
 - iv. Frame damage
 - v. Glass Repair
 - vi. Upholstery Repair
 - vii. Wrecker service
 - viii. Paint and body repairs
 - ix. Engine overhauls
- B. At District request and expense, the City may facilitate repairs through an outside vendor.

Schedule A

PAYMENT SCHEDULE AND SCHEDULE OF COSTS

City shall receive payment from District on a quarterly basis for all services performed.

Hours shall be tracked in each shared service and communicated to the District on a quarterly basis with the budget reports to communicate hours available in each area.

Hourly billing rates are based on the position's burden rate with 3% overhead. Rates are adjusted on an annual basis following approval of the city's annual budget.

Table 1 – Financial Services Cost Schedule

Task	Estimated Labor Hours	Hourly Billing Rate	Estimated Labor Total
Budget & Financial Analysis and Reporting	120	\$84,8576.48	\$10,1829,177.60

Table 2 – Legal Services Cost Schedule

Deliverable	Hourly Billing Rate
City Attorney	\$100.00

Table 3A – Facility Services Cost Schedule

Task	Hourly Billing Rate	Annual Expense
Management	\$53.52 52.62/hr	
Additional Parking Lot Sweeping	\$34.28 32.98 for labor / \$96.80 for sweeper	
Utility (Cerise Irrigation)		70% of the Actual Cost Charged by DMEA
<u>Additional Crack Seal (Materials, Equipment, and Labor)</u>	<u>\$350.00/hr</u>	
<u>Additional Potholes Per 50lb Bag (Materials and Labor / Temporary Fix)</u>	<u>\$30.00 per 1.5 cu ft</u>	
<u>Additional Asphalt Patching (Materials, Equipment, and Labor)</u>	<u>\$350.00 per 100 sq ft</u>	
Tractor & Cutter (Equipment #46)	\$43.17/hr	
Brush Chipper (Equipment #242)	\$8.97/hr	
Chevrolet C3500 (Equipment #248)	\$17.91/hr	

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Backhoe Loader (Equipment #421)	\$23.95/hr	
Operator for Self-propelled Equipment	\$35.00/hr	

**Table 3B – Trash and
Recycle Services**

Facility	Containers "T" Trash/ "R" Recycling	Monthly Rate	Annual Expense (To be credited to City)
Community Recreation Center	T- 3-350 gal. containers/ R-1-350 gal. container, 2-90 gal. containers. M/Thurs. Collection	\$232.22 200.19	\$2,786.64 2,402.28
Holly Park	T- 1-350 gal. container. M/Thurs. Collection	\$77.07 66.73	\$924.84 800.76
McNeil Park	T-1-350 gal. container and 1-420 gal. container. M/Thurs. Collection	\$169.55 146.80	\$2,034.60 1,761.60
Field House	T-2-420 gal. containers, R-4-90 gal. container. M/Thurs. Collection	\$184.97 160.15	\$2,219.64 1,921.80
		Total	\$7,965.72 6,886.44

Table 4 – Information Services Cost Schedule

Task	Hourly Billing Rate	Annual Expense
Network Design	\$56.43 64.56	
Network Design – After Hours	\$96.84	
Computer Support	\$43.10 42.67	
Computer Support – After Hours	\$62.76 64.01	
Network/Server Support	\$48.64 56.56	
Network/Server Support – After Hours	\$70.83 84.84	
Phone System Changes	\$54.49 48.55	
Phone System Changes – After Hours	\$81.73 72.83	
Internet Service		\$6,000.00

(1 Gbps service provided by City)		
Cloud-based offsite backup data storage (\$10/month up to 200 GB)		
Vipre virus scanning managed by City at \$5/month per computer (optional) 12 computers		
Long Distance (\$0.05 /minute) est. 1000 minutes + 3%		\$618. <u>00</u>
Phone System Charges (\$4.35/user/month) 232 phones		\$1, <u>200.60</u> 056

Table 5A
District Owned Vehicles

2001 Dodge Pickup
2004 Chevrolet Van
2012 Dodge Ram 1500 SLT
2013 Ford Eldorado Aerolite Bus (15 Passenger)
2016 Ford F250 Super Duty F-26
2017 Trailer, VIN 4P5D71420H1258593
2018 Ford E-350 Bus (15 Passenger)

Table 5B Fleet
Maintenance Cost
Schedule

Deliverable	Hourly Billing Rate	Expense
Fleet Repair Services	\$110.00 <u>95.00</u>	Parts Actual Cost
Fleet Preventative Maintenance Services	\$110.00 <u>95.00</u>	Parts Actual Cost
Fleet Management Services	\$110.00 <u>95.00</u>	
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate



CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Amy Sharp, Senior Planner
DATE: February 1, 2022
RE: 21-0102 Bear Creek Subdivision Filing No. 6 Final Plat
ATTACHMENTS:

- Exhibit A: Maps

City Council Consideration: City Council is considering approval of this final plat application. Council will consider all of the information in this memo in making a decision.

Application Background:

The Bear Creek Subdivision Filing No. 6 Final Plat proposes to create 38 new residential lots, 1 Outlot, and dedicate right of ways and/or easements. Newly created lots will be as follows:

- Block 15, Lots 3 to 13, Five Mile Creek Ave (11 Lots)
- Block 21, Lots 1 to 8, Five Mile Creek Ave (8 Lots)
- Block 22, Lots 1 to 8, Blue Creek Ave (8 Lots)
- Block 28, Lots 9 to 10, Blue Creek Ave (2 Lots)
- Block 29, Lots 9 to 16, Blue Creek Ave (8 Lots)
- Block 30, Lot 16, Blue Creek Ave (1 Lot)

The property is zoned “R-3A” Medium High Density District and “R-5” Low Density/Manufactured Housing District. It is located north of Lilac Road, south of Lincoln Road, east of 6530 Road, and west of 6600 Road. City acceptance of new roads and infrastructure improvements is planned for January 2022.

The Bear Creek Subdivision Amendment #4 Preliminary Plat was approved by City Council in September 2021.

Total Size of Property: 36.15 acres

Applicant: Bear Creek Land & Development, LLC

Staff Analysis:

1. Lots/blocks:
 - a. All lots meet the minimum lot size required according to the approved Planned Development Plan for Bear Creek Subdivision.
2. Streets
 - a. Surrounding streets must be in place, inspected and approved by the City Engineer prior to final approval. Improvements will receive a Preliminary Letter of Infrastructure Completion.
3. Utilities
 - a. Easements are shown.
 - b. City sewer and other utilities must be installed and available to serve all lots prior to final approval.

Staff Recommendation:**Conditional Approval****Conditions:**

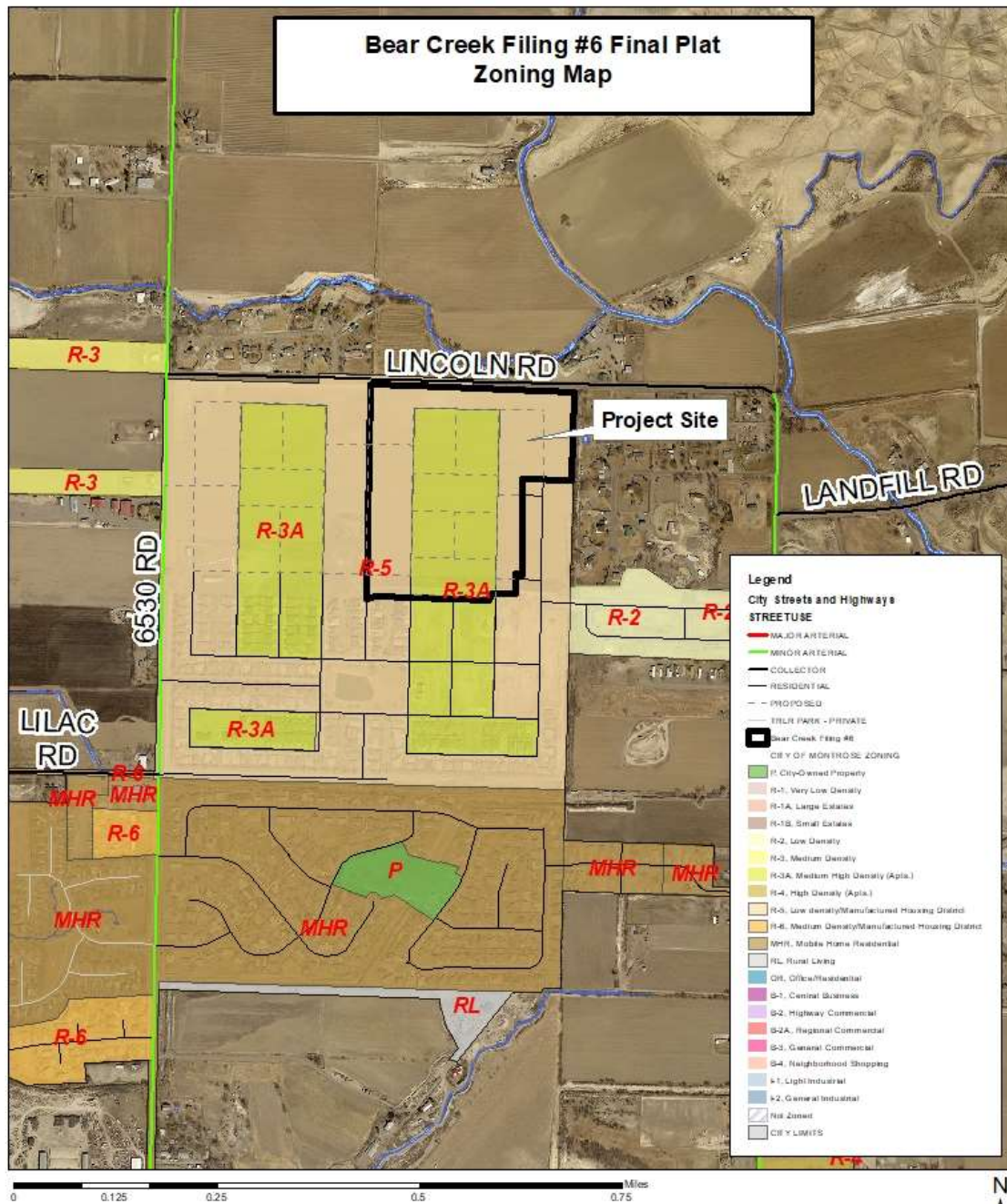
1. [Standard Condition]: The approval of this Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met and that the Applicant adequately addresses all of staff's concerns prior to the execution of the Final Plat. The City staff is not authorized by this approval to execute the Final Plat prior to all conditions being satisfied.



EXHIBIT A: Maps

Vicinity Map

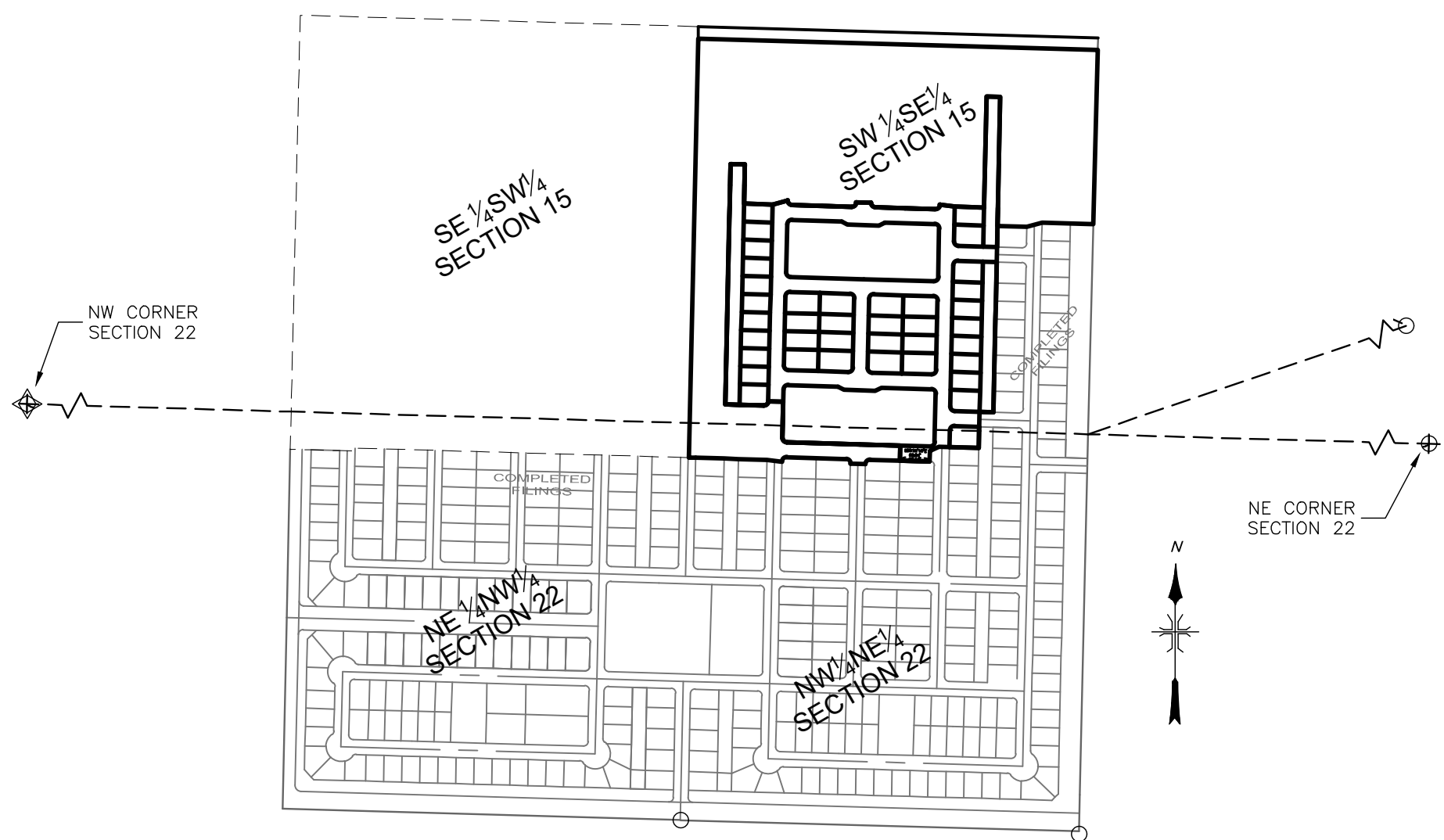
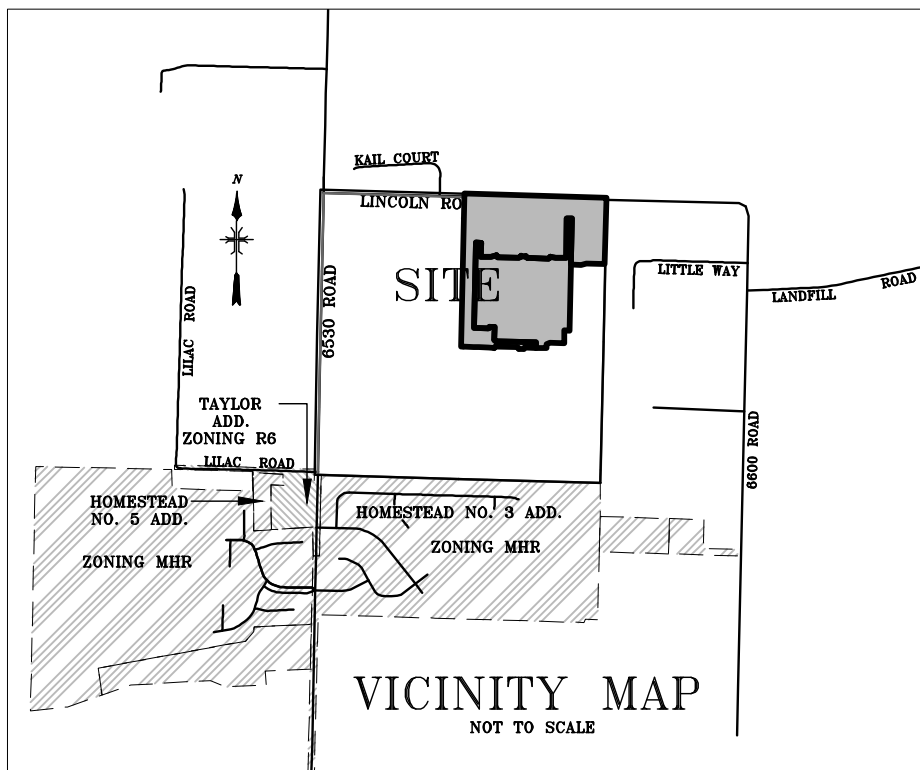




BEAR CREEK SUBDIVISION FILING NO. 6

FINAL PLAT

SITUATED IN SW1/4SE1/4 SECTION 15
AND NE1/4NW1/4, NW1/4NE1/4 SECTION 22,
TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

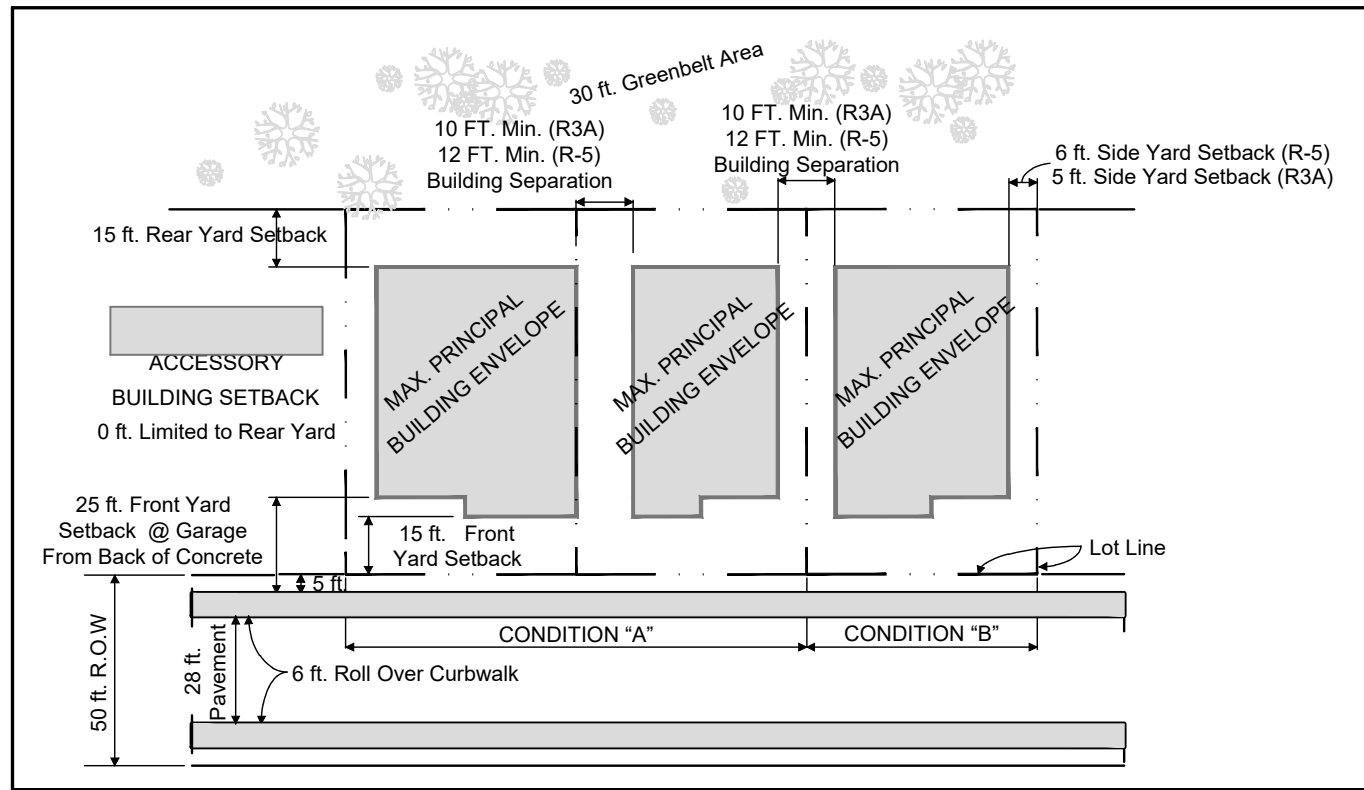


SECTION EXHIBIT
NOT TO SCALE

AREA SUMMARY:	
RIGHT-OF WAY	4.21 ACRES
OPEN SPACE/ PARK	6.28 ACRES
LOTS	38 5.75 ACRES
OUTLOT	1 19.91 ACRES
TOTAL	
36.15 ACRES	

DEVELOPER: LEADERSHIP CIRCLE, LLC
P.O. BOX 239
MONTROSE, CO 81402

ENGINEER: DEL-MONT CONSULTANTS, INC.
125 COLORADO AVE.
MONTROSE, CO 81401
(970) 249-2251



TYPICAL PLANNED DEVELOPMENT ZONE
BUILDING SETBACK REQUIREMENTS

Per P.D. Plan Bear Creek Subdivision Rec. No. 720865
NOT TO SCALE

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that the undersigned being the owners of certain lands in the City of Montrose, County of Montrose and State of Colorado to wit:

Outlot 5 of Bear Creek Subdivision Filing No. 5 as Recorded at Recp. No. 935675
County of Montrose,
State of Colorado

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of Bear Creek Subdivision Filing No. 6, and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public, Goat Lane, Cabin Creek Street, Grizzly Lane, Redtail Hawk Street, Jake Street, Killdeer Street, Blue Creek Avenue, Owl Creek Avenue, and Five Mile Creek Avenue, as hereon shown.

The utility easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utility purposes, including but not limited to water, sewer, electrical, telephone, gas, communications, fiber optic, and CATV lines, and drainage easements specifically labeled for dedication, together with perpetual right of ingress and egress for installation, maintenance and replacement of such facilities. The dedication of easements as herein provided shall not include those easements exclusively utilized for irrigation improvements, or otherwise subject to a previously recorded conveyance.

Executed this ____ day of _____, 20____.

Matt Miles,
BEAR CREEK LAND & DEVELOPMENT, LLC a Colorado Limited Liability Company

STATE OF COLORADO
COUNTY OF MONTROSE
The foregoing certificate was acknowledged before me this _____ day of _____, 20____ by Matt Miles.

My commission expires _____.

Witness my hand and seal _____
Notary Public

MISCELLANEOUS PLAT NOTES

1. The drainage easements shown hereon shall be maintained by the owners of the lots encumbered by the easement, except that the drainage easements on the Parks and Open Space shall be maintained by a homeowners association in a manner that preserves the grade as originally established and so as to not impede the free flow of water in any way, including but not limited to the construction of fencing and other improvements, or the planting or encroachment of trees and shrubs and other impeding vegetation. The City is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within said easements. Upon failure to properly maintain the drainage easements shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

2. In agreement with the approved P.D. Plan for Bear Creek Subdivision as recorded in the Montrose County Public Records at Reception No. 720865, all Open Space Tracts, Parks, and future Community Center Tract(s) now existing or hereafter dedicated, shall be owned and maintained by a homeowners association, or until such time as a homeowners association is lawfully formed for such purposes, by the owners of all lots as platted hereon, jointly and severally. The City is not responsible or liable in any manner for the maintenance, repair, or operation of such properties and/or improvements. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owner, or the City may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

2A. By executing this Plat, the owner(s) whose signature(s) appear hereon, joined by the Lienholder(s), if any, whose signatures also appear on this Plat, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, hereby sell(s) and quit claim(s) to Bear Creek H.O.A. Inc., a Colorado nonprofit corporation, Park Tracts 4 and 5, Open Space Tract 18, 21 and 22 shown and designated on this Plat.

2B. The owner(s) whose signature(s) appear on the Certificate of Dedication and Ownership on this Plat have provided the City a current, valid, Certificate of Good Standing bearing Confirmation No. 20041403448, from the Colorado Secretary of State, as proof of the above-named HOA or Owners' Association entity's: i) compliance with all applicable requirements of the Colorado Secretary of State, and ii) good standing with the Colorado Secretary of State.

2C. The Declaration of Covenants, Conditions, and Restrictions for Bear Creek H.O.A. Inc., applicable to the development platted hereon, and made binding to the entity named above, was recorded under Reception No. 732353, on the 2nd day of February, 2005 in the office of the Montrose County Clerk and Recorder.

3. All residential lots or residential units hereon shall be required to make payment of money in lieu of school land dedication, at the time of issuance of building permit or certificate of occupancy relative to improvements upon said lot. The payment of money in lieu of school land dedication is subject to \$4-7-7(C)(7) of the Municipal Code. Payments shall be made to the City, to be later disbursed to the RE-1J School District.

4. The zoning of this property is R-3A and R-5 as defined and described by the City of Montrose Municipal Code at the time of approval and recordation of this plat, and is subject to change.

5. The irrigation easements shown hereon, and/or as shown on the approved P.D. Plan for Bear Creek Subdivision as recorded in the Montrose County Public Records at Reception No. 720865, shall be owned and maintained by a homeowners association, or until such time as a homeowners association is lawfully formed for such purposes, by the owners of all lots encumbered by the easement, jointly and severally and shall not be impeded or altered in any way so as to impact the historic delivery of water, unless otherwise agreed by all owners of interest in said easements or any water rights associated therewith. The City is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation easements shown hereon, or in the need to abate a nuisance or public hazard, the City may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

FINAL PLAT CONDITIONAL APPROVAL

The approval of the Bear Creek Subdivision Filing No. 6 Final Plat is expressly conditioned upon City staff ensuring that all policies, regulations, ordinances and municipal code provisions are met, and that the Applicant adequately addresses all of staff's concerns.

AIRPORT INFLUENCE AREA NOTICE:

The Bear Creek Subdivision Filing No. 6 is located approximately 1 mile east of the the Montrose Regional Airport. The Bear Creek Subdivision Filing No. 6 is within the Airport Influence Area of a busy airport used by piston and jet aircraft and is open 24 hours a day seven days a week. All property within the Bear Creek Subdivision Filing No. 6 is subject to overflights and the effects thereof, which may include but is not limited to noise, vibration, fumes and dust.

BASIS OF BEARINGS:

The bearing between the referenced Mag Nail at the Northwest corner of Section 22, Township 49 North, Range 9 West New Mexico Principal Meridian and the found 1 1/2" Aluminum Cop on 3/4" Rebar (illegible) for the Northeast corner of said Section 22, bears S88°22'44"E (ASSUMED).

LINEAL UNITS STATEMENT:

The Lineal Unit used on this plat is U.S. Survey Feet

SURVEYORS CERTIFICATE

I, Nicholas E. Barrett, a Registered Land Surveyor in the State of Colorado, do hereby certify that there are no roads, pipelines, irrigation ditches or other easements or rights-of-way in evidence or known to me to exist on or across said property except as shown on this plat. I certify that I have made the survey represented by this plat and that this plat accurately represents said survey, and conforms to all applicable requirements of the City Subdivision Regulations and applicable law. I further certify that all monuments shown hereon actually exist and their positions are as shown.

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title report issued by Fidelity National Title Company, dated August 20, 2021 bearing policy number 598-F0723227-397-DGO.

PRELIMINARY

Colorado Registered Land Surveyor:
Nicholas Barrett
Registration No. 38037

Date: _____

ENGINEER'S CERTIFICATE

I, Steven Stevenson, a Registered Engineer in the State of Colorado, do hereby certify that the sanitary sewer system, water distribution system and the storm drainage system shown on the accompanying plans of this Subdivision are properly designed, meet City of Montrose specifications, and are adequate to properly serve the Subdivision shown hereon. I further certify that the sanitary sewer system, water distribution system, storm drainage system, streets, parks, and other improvements are designed and constructed in accordance with applicable City specifications and regulations.

Steven Stevenson, P.E. Registration No. 40020

Date: _____

CERTIFICATE OF COMPLETED IMPROVEMENTS

I, Scott Murphy, City Engineer, certify that all improvements and utilities required by the current Subdivision Regulations of the City of Montrose, have been constructed, inspected and approved in this Subdivision in accordance with applicable City ordinances, regulations and specifications, and a Letter of Substantial Completion has been issued, as required by the City's Municipal Code.

City Engineer
Registration No. _____

Date: _____

ATTORNEY'S CERTIFICATE

I, _____, an Attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of the all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the owners and dedicators, and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances except _____

Attorney
Registration No. _____

Date: _____

APPROVAL OF CITY MANAGER

Approved this _____ day of _____, 20____, by _____,
City Manager of the City of Montrose.

City Manager

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 20____, by _____,
City Attorney of the City of Montrose.

City Attorney

APPROVAL OF CITY COUNCIL

Approved this _____ day of _____, 20____, by _____,
Mayor of the City of Montrose; all conveyances of interests in real property made on this plat are hereby accepted by the City.

Mayor

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Montrose County, Colorado, at the time of _____, on the _____ day of _____, 20____,
under Reception No. _____.

Clerk and Recorder, Montrose County, Colorado

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

FIELD BOOK:		DRAWN BY:	DATE:	TITLE: BEAR CREEK SUBDIVISION FILING NO. 6 FINAL PLAT	
SHEET:		FILE:	JOB NO.:	CLIENT:	LEADERSHIP CIRCLE, LLC
1 of 2		21047V_PLAT-F8	21047	ADDRESS & PHONE:	P.O. BOX 239 MONTROSE, CO 81402
				TYPE:	FINAL PLAT

BEAR CREEK SUBDIVISION FILING NO. 6

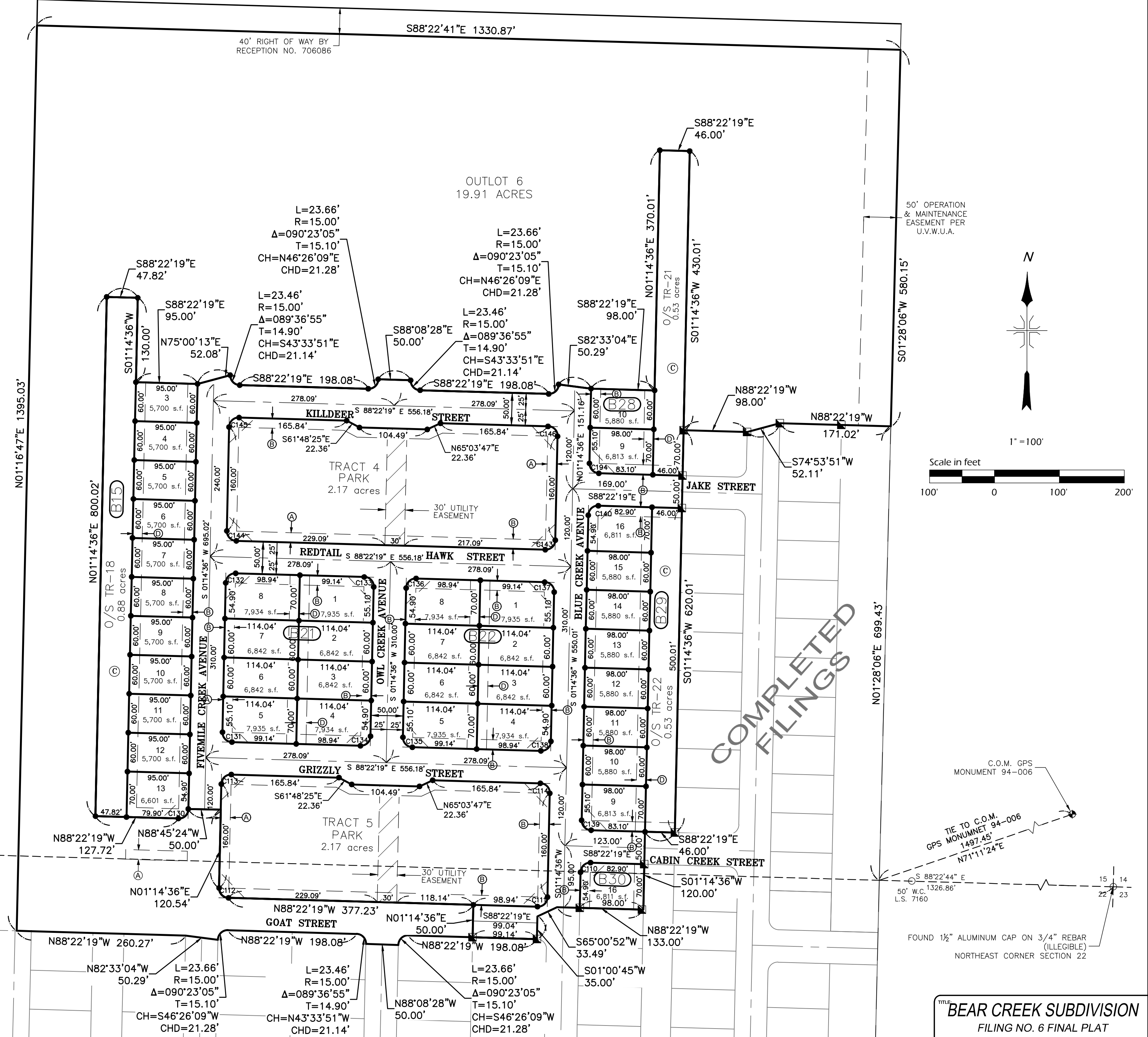
FINAL PLAT

SITUATED IN SW1/4SE1/4 SECTION 15
AND NE1/4NW1/4, NW1/4NE1/4 SECTION 22,
TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO

LEGEND

- = FOUND 5/8" X 18" REBAR WITH 1 1/2" CAP (L.S. 16840)
- = FOUND 5/8" X 18" REBAR WITH 1 1/2" CAP (L.S. 38037)
- = SET 5/8"x18" REBAR W/ 1 1/2" ALUMINUM CAP (L.S. 38037)
- Ⓐ = 15' PRIVATE IRRIGATION EASEMENT
- Ⓑ = 15' UTILITY EASEMENT
- Ⓒ = DRAINAGE EASEMENT COVERING ENTIRE OPEN SPACE (WIDTH VARIES)
- Ⓓ = 15' DRAINAGE EASEMENT
- ▨ = 25' UTILITY EASEMENT DEDICATED TO THE CITY OF MONTROSE & DRAINAGE EASEMENT
- △ = 40' = SIGHT TRIANGLE PER CITY OF MONTROSE SUBDIVISION REGULATIONS
- 40' = 40'
- Ⓑ28 = BLOCK NUMBERS

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD LEN.	CHORD BRG
C110	90°23'05"	23.66'	15.00'	15.10'	21.28'	S 46°26'09" W
C111	90°23'05"	23.66'	15.00'	15.10'	21.28'	N 46°26'09" E
C112	89°36'55"	23.46'	15.00'	14.90'	21.14'	S 43°33'51" E
C113	90°23'05"	23.66'	15.00'	15.10'	21.28'	S 46°26'09" W
C114	89°36'55"	23.46'	15.00'	14.90'	21.14'	N 43°33'51" W
C130	90°23'05"	23.66'	15.00'	15.10'	21.28'	N 46°26'09" E
C131	89°36'55"	23.46'	15.00'	14.90'	21.14'	S 43°33'51" E
C132	90°23'05"	23.66'	15.00'	15.10'	21.28'	S 46°26'09" W
C133	89°36'55"	23.46'	15.00'	14.90'	21.14'	N 43°33'51" W
C134	90°23'05"	23.66'	15.00'	15.10'	21.28'	N 46°26'09" E
C135	89°36'55"	23.46'	15.00'	14.90'	21.14'	S 43°33'51" E
C136	90°23'05"	23.66'	15.00'	15.10'	21.28'	S 46°26'09" W
C137	89°36'55"	23.46'	15.00'	14.90'	21.14'	N 43°33'51" W
C138	90°23'05"	23.66'	15.00'	15.10'	21.28'	N 46°26'09" E
C139	89°36'55"	23.46'	15.00'	14.90'	21.14'	S 43°33'51" E
C140	90°23'05"	23.66'	15.00'	15.10'	21.28'	S 46°26'09" W
C143	90°23'05"	23.66'	15.00'	15.10'	21.28'	N 46°26'09" E
C144	89°36'55"	23.46'	15.00'	14.90'	21.14'	S 43°33'51" E
C145	90°23'05"	23.66'	15.00'	15.10'	21.28'	S 46°26'09" W
C146	89°36'55"	23.46'	15.00'	14.90'	21.14'	N 43°33'51" W
C194	89°36'55"	23.46'	15.00'	14.90'	21.14'	S 43°33'51" E



PRELIMINARY



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2242 FAX
www.del-mont.com • service@del-mont.com

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

FIELD BOOK:	DRAWN BY:	DATE:
	DCC	2021-12-17
SHEET:	FILE:	JOB NO.:
2 of 2	21047V_PLAT-F8	21047

TOWN OF BEAR CREEK SUBDIVISION FILING NO. 6 FINAL PLAT	
CLIENT:	LEADERSHIP CIRCLE, LLC
ADDRESS & PHONE:	P.O. BOX 239 MONTROSE, CO 81402
TYPE:	FINAL PLAT

PURCHASE RECOMMENDATION

TO: Honorable Mayor, and Montrose City Council
Cc: William Bell City Manager, Shani Wittenberg Finance Director,
Shane Brandt Fleet Superintendent
FROM: Jim Scheid Public Works Manager
DATE: January 17, 2022
Subject: Equipment Purchase Recommendation



Action

Consider the approval of purchasing 2 Dump Trucks from Jackson Group Peterbilt in Grand Junction, CO for the total of \$493,078.90.

Background

The City's Fleet Division has budgeted to replace two Dump trucks in 2022. These 2 Peterbilt 367 dump trucks will come with new plows and one new sander to assist with our snow removal operations.

The pricing is utilizing a Sourcewell Cooperative Purchasing Agreement (CPA) contract 060920-PMC. The Sourcewell (CPA) is what allows the City of Montrose to take advantage of previously awarded government pricing. Both trucks would be purchased through Jackson Group Peterbilt, because Jackson Group Peterbilt is the regional vendor for these trucks. The City has requested pricing through Jackson Group Peterbilt for the dump truck to match what currently exists in the City's Fleet.

Net Financial Impact

The Fleet Division has collected a total of \$464,000 over the last 17 years for the replacement of these trucks. \$464,000 is included in the 2022 Budget in GL 600-8005-944-000 for the replacement of both trucks. The budgeted amounts were based on quotes received in July of 2021 and included the anticipated inflationary increases that were known at that time. The purchase amount is over the budgeted by \$29,078.90. The costs above what is budgeted are to be covered by the Fleet Fund.

